SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶	RATING N/A	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER PR-HQ-08-10103	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER PR-HQ-08-10103

7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC, DC 20004	Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and _ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Block 7 until __ local time __ (*Hour*) (*Date*)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	DIANNE LYLES	202	564-6111		lyles.dianne@epa.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE				REPRESENTATIONS, CERTIFICATIONS, AND OTHER	
	F	DELIVERIES OR PERFORMANCE			K	STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ___ calender days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) ▶	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	__ CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or print*)

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [ ] SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM

24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE:
	U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711

26. NAME OF CONTRACTING OFFICER (*Type or print*)	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

TABLE OF CONTENTS

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 REQUIRED SUPPLIES

This contract is for the analysis of aqueous and soil/sediment, wipe and filter samples to determine the presence and concentration of specified inorganic analytes. The Contractor shall analyze samples for low and medium concentration inorganic analytes in aqueous and soil/sediment media. Required services are separated into two groups: 1) analysis of twenty-two (22) metals by ICP-AES (Inductively Coupled Plasma Atomic Emission Spectrometry), mercury and cyanide, and; 2)analysis of twenty-two (22) metals (twenty-two (22) for water and sixteen (16) for soils) by ICP-MS (Inductively Coupled Plasma Mass Spectrometry), mercury and cyanide. The Contractor shall maintain the technical capability, personnel, equipment and systems, to perform the analytical services as delineated in the Statement of Work ISM01.1 (Exhibits A through H), throughout the contract period of performance.

The Contractor shall follow the analytical methods, strict quality control procedures, and standardized format as defined in the ISM01.1 SOW.

Samples analyzed under this contract will be collected primarily from hazardous waste sites nationwide for the purpose of enforcement and remedial action. In enforcement cases, which are both civil and criminal in nature, the Government bears the burden of proof. Analytical data provided under this contract may be utilized to support such litigation; therefore, it is imperative that the Contractor adhere strictly to all methods and procedures specified herein so that resultant analytical data may be used for its intended purpose.

Note: The Contractor may be required to appear and testify to the accuracy and/or validity of the data generated. The program may also provide assistance to laboratory personnel in recalling and defending their actions under cross examination, if required to present court testimony in enforcement case litigation. If these services are required by the Government, the services will be procured under a separate contract vehicle.

B.2 PRICE SCHEDULE

B.2.1 BASE PERIOD- AWARD THROUGH UP TO 180 DAYS AFTER AWARD OF CONTRACT

The contractor will be required to provide their electronic deliverable in stage 2b of SEDD for the ISM01.1 SOW deliverables with a complete hardcopy deliverable as specified in the appropriate SOW's exhibit B during the base period. Level 2a data will not be requested by Government during the base period.

CLIN 0001	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0001A - 2b level	AES 1-4 Metals	$_____
0001B - 2b level	AES 5-10 Metals	$_____
0001C- 2b level	AES 11-22 Metals	$_____

CLIN 0002	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0002A- 2b level	MS 1-4 Metals	$_____
0002B- 2b level	MS 5-10 Metals	$_____
0002C- 2b level	MS 11 or more Metals	$_____

CLIN 0003	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0003- 2b level	Hg	$_____

CLIN 0004	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0004- 2b level	CN	$_____

*NOTE: Each SubCLIN ordered represents one unit ordered. For example, if the Agency ordered one sample to be analyzed under SubCLIN 0001A, one sample to be analyzed under SubCLIN 0002A, and one sample to be analyzed under SubCLIN 0003A, then three units have been ordered. A contractor will not receive more than 50 units per month under any one CLIN. The total maximum units that will be required per calendar month are 200.

*NOTE: The 21 Day Turnaround time period is described in Exhibit B, section 1 of the SOW (Attachment 10).

Data Receipt Date (DRD) of deliverable by the Government is the day both the hardcopy and the EDD are received by the SMO Contractor.

CLIN	PREMIUM PERCENTAGE
0005 14 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0001 - 0004 and its associated SubCLINs, the Government may require 14 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 14 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 14 Day

Turnaround requests, the requirement is for the entire data deliverable (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0001 - 0004.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample for analysis at a 14 day turnaround. The Contractor's 21 day unit price for analysis is $50 and the premium percentage for 14 day turnaround is 10%. The Agency would pay the Contractor $55 for the sample analysis. The complete hard copy and electronic data deliverables for all analysis would also be due within 14 days of the sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0006 7 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0001 - 0004 and its associated SubCLINs, the Government may require 7 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 7 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 7 Day Turnaround requests, the requirement is for the entire data deliverable (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0001 - 0004.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample for analysis at a 7 day turnaround. The Contractor's 21 day unit price for analysis is $60 and the premium percentage for 7 day turnaround is 20%. The Agency would pay the Contractor $55 for sample analysis. The complete hard copy and electronic data deliverables for all analysis would also be due within 7 days of sample receipt.

B.2.2 FIRST OPTION PERIOD - 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF BASE PERIOD

In accordance with the Clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT-FIXED-PRICE," the Contractor shall provide the following services at the stated prices for the ordering period specified:

During the Option period the Contractor is required to provide electronic and hardcopy deliverables for both level 2a and 2b as specified in the SOW Exhibits B and H.

CLIN 0007	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0007A – 2a Level	AES 1-4 Metals	$_____
0007B – 2b Level	AES 1-4 Metals	$_____
0007C – 2a Level	AES 5-10 Metals	$_____
0007D – 2b Level	AES 5-10 Metals	$_____
0007E – 2a Level	AES 11-22 Metals	$_____
0007F – 2b Level	AES 11-22 Metals	$_____

CLIN 0008	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0008A – 2a Level	MS 1-4 Metals	$_____
0008B – 2b Level	MS 1-4 Metals	$_____
0008C – 2a Level	MS 5-10 Metals	$_____
0008D – 2b Level	MS 5-10 Metals	$_____
0008E – 2a Level	MS 11 or more Metals	$_____
0008F – 2b Level	MS 11 or more Metals	$_____

CLIN 0009	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0009A – 2a Level	Hg	$_____
0009B – 2b Level	Hg	$_____

CLIN 0010	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0010A – 2a Level	CN	$_____
0010B – 2b Level	CN	$_____

*NOTE: The 2a and 2b level designation after the SubCLIN line indicates the level of the hardcopy and Electronic Data Deliverable (EDD). For example, "0008A – 2a Level" indicate the unit price for analysis of 1 to 4 metals in accordance to the ICP-MS method with a level 2a hardcopy and EDD deliverables. Each SubCLIN ordered represents one unit ordered. For example, if the Agency ordered one sample to be analyzed under SubCLIN 0007B, one sample to be analyzed under SubCLIN 0008B, and one sample to be analyzed under SubCLIN 0009B, then three units have been ordered. A contractor will not receive more than 800 units per month under any one CLIN. The total maximum units that will be required per calendar month are 1600.

CLIN	PREMIUM PERCENTAGE
0011 14 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0007 – 0010 and its associated SubCLINs, the Government may require 14 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 14 Day Turnaround Premium will be calculated

and added to the stipulated price of the standard delivery CLINs. For 14 Day Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0007 - 0010.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample at 2b level for analysis at a 14 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 14 day turnaround is 10%. The Agency would pay the Contractor $55 for the sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 14 days of the sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0012 7 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0007 - 0010 and its associated SubCLINs, the Government may require 7 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 7 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 7 Day Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0007 - 0010.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample for analysis at a 7 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 7 day 2b level turnaround is 20%. The Agency would pay the Contractor $60 for sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 7 days of sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0013 Preliminary Results Premium Percentage of analysis price	_____%

In addition to the analyses required by CLINs 0007 - 0010 and its associated SubCLINs, the Government may require quick turnaround Preliminary Analysis of inorganic units. When ordered by the Government, the Premium percentage for delivery of Preliminary Results will be calculated and added to the stipulated price of the standard delivery for the appropriate delivery level (2a or 2b) at 21 day turnaround, or to the calculated premium price of the 14 day or 7 day turnaround. For preliminary results requests, the requirement is for the delivery of Form 1 (Reference Exhibit B, Section 1 of SOW) only within 48 hours. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0007 - 0010.

Example: The Contractor's 21 day level 2b unit price for a 1-4 AES metals sample analysis is $50, the premium percentage for delivery of inorganic sample analysis is 10% and the Contractor's 7 day turnaround premium is also 20%. If the Agency requested preliminary results and a standard level 2b 21 day turnaround for the complete hard copy and electronic data deliverables,

the Agency would pay the Contractor $55 for the analysis. If the Agency requested preliminary results and a 7 day turnaround premium for the complete hard copy and electronic data deliverables, the Agency would pay the Contractor $65 for the analysis.

NOTE: All prices and premium percentages portrayed above are for example purposes only and neither reflect actual proposal prices expected by the Agency, not should they affect actual proposal prices offered by potential Contractors.

B.2.3 SECOND OPTION PERIOD – 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF OPTION I

In accordance with the Clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT-FIXED-PRICE," the Contractor shall provide the following services at the stated prices for the ordering period specified:

During the Option period the Contractor is required to provide electronic and hardcopy deliverables for both level 2a and 2b as specified in the SOW Exhibits B and H.

CLIN 0015	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0015A – 2a Level	MS 1-4 Metals	$_____
0015B – 2b Level	MS 1-4 Metals	$_____
0015C – 2a Level	MS 5-10 Metals	$_____
0015D – 2b Level	MS 5-10 Metals	$_____
0015E – 2a Level	MS 11-22 Metals	$_____
0015F – 2b Level	MS 11-22 Metals	$_____

CLIN 0014	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0014A – 2a Level	AES 1-4 Metals	$_____
0014B – 2b Level	AES 1-4 Metals	$_____
0014C – 2a Level	AES 5-10 Metals	$_____
0014D – 2b Level	AES 5-10 Metals	$_____
0014E – 2a Level	AES 11-22 Metals	$_____
0014F – 2b Level	AES 11-22 Metals	$_____

CLIN 0016	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0016A – 2a Level	Hg	$_____
0016B – 2b Level	Hg	$_____

CLIN 0017	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0017A - 2a Level	CN	$_____
0017B - 2b Level	CN	$_____

*NOTE: The 2a and 2b level designation after the SubCLIN line indicates the level of the hardcopy and Electronic Data Deliverable (EDD). For example, "0016A - 2a Level" indicate the unit price for analysis of 1 to 4 metals in accordance to the ICP-MS method with a level 2a hardcopy and EDD deliverables. Each SubCLIN ordered represents one unit ordered. For example, if the Agency ordered one sample to be analyzed under SubCLIN 0015B, one sample to be analyzed under SubCLIN 0016B, and one sample to be analyzed under SubCLIN 0017B, then three units have been ordered. A contractor will not receive more than 800 units per month under any one CLIN. The total maximum units that will be required per calendar month are 1600.

CLIN **PREMIUM PERCENTAGE**

0018 14 Day Turnaround Premium _____%

In addition to the analyses required by CLINs 0014 - 0017 and its associated SubCLINs, the Government may require 14 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 14 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 14 Day Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 00015 - 0018.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample at 2b level for analysis at a 14 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 14 day turnaround is 10%. The Agency would pay the Contractor $55 for the sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 14 days of the sample receipt.

CLIN **PREMIUM PERCENTAGE**

0019 7 Day Turnaround Premium _____%

In addition to the analyses required by CLINs 0014 - 0017 and its associated SubCLINs, the Government may require 7 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 7 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 7 Day Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0015 - 0018.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample for analysis at a 7 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 7 day 2b level

turnaround is 20%. The Agency would pay the Contractor $60 for sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 7 days of sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0020 Preliminary Results Premium Percentage of analysis price	_____%

In addition to the analyses required by CLINs 0014 - 0017 and its associated SubCLINs, the Government may require quick turnaround Preliminary Analysis of inorganic units. When ordered by the Government, the percentage of Preliminary Results Premium will be calculated and added to the stipulated price of the standard delivery for the appropriate delivery level (2a or 2b) at 21 day turnaround, or to the calculated premium price of the 14 day or 7 day turnaround. For preliminary results requests, the requirement is for the delivery of Form 1 (Reference Exhibit B, Section 1 of SOW) only within 48 hours. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0015 - 0018.

Example: The Contractor's 21 day level 2b unit price for a 1-4 AES metals sample analysis is $50, the premium percentage for delivery of inorganic sample analysis is 10% and the Contractor's 7 day turnaround premium is also 20%. If the Agency requested preliminary results and a standard level 2b 21 day turnaround for the complete hard copy and electronic data deliverables, the Agency would pay the Contractor $55 for the analysis. If the Agency requested preliminary results and a 7 day turnaround premium for the complete hard copy and electronic data deliverables, the Agency would pay the Contractor $65 for the analysis.

NOTE: All prices and premium percentages portrayed above are for example purposes only and neither reflect actual proposal prices expected by the Agency, not should they affect actual proposal prices offered by potential Contractors.

B.2.4 THIRD OPTION PERIOD - 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF OPTION II

In accordance with the Clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT-FIXED-PRICE," the Contractor shall provide the following services at the stated prices for the ordering period specified:

During the Option period the Contractor is required to provide electronic and hardcopy deliverables for both level 2a and 2b as specified in the SOW Exhibits B and H.

CLIN 0021	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0021A – 2a Level	AES 1-4 Metals	$_____
0021B – 2b Level	AES 1-4 Metals	$_____
0021C – 2a Level	AES 5-10 Metals	$_____
0021D – 2b Level	AES 5-10 Metals	$_____
0021E – 2a Level	AES 11-22 Metals	$_____
0021F – 2b Level	AES 11-22 Metals	$_____

CLIN 0022	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0022A – 2a Level	MS 1-4 Metals	$_____
0022B – 2b Level	MS 1-4 Metals	$_____
0022C – 2a Level	MS 5-10 Metals	$_____
0022D – 2b Level	MS 5-10 Metals	$_____
0022E – 2a Level	MS 11-22 Metals	$_____
0022F – 2b Level	MS 11-22 Metals	$_____

CLIN 0023	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0023A – 2a Level	Hg	$_____
0023B – 2b Level	Hg	$_____

CLIN 0024	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0024A – 2a Level	CN	$_____
0024B – 2b Level	CN	$_____

*NOTE: The 2a and 2b level designation after the SubCLIN line indicates the level of the hardcopy and Electronic Data Deliverable (EDD). For example, "0024A – 2a Level" indicate the unit price for analysis of 1 to 4 metals in accordance to the ICP-MS method with a level 2a hardcopy and EDD deliverables. Each SubCLIN ordered represents one unit ordered. For example, if the Agency ordered one sample to be analyzed under SubCLIN 0023B, one sample to be analyzed under SubCLIN 0024B, and one sample to be analyzed under SubCLIN 0026B, then three units have been ordered. A contractor will not receive more than 800 units per month under any one CLIN. The total maximum units that will be required per calendar month are 1600.

CLIN	PREMIUM PERCENTAGE
0025 14 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0021 – 0024 and its associated SubCLINs, the Government may require 14 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 14 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 14 Day

Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0021 - 0024.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample at 2b level for analysis at a 14 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 14 day turnaround is 10%. The Agency would pay the Contractor $55 for the sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 14 days of the sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0026 7 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0021 - 0024 and its associated SubCLINs, the Government may require 7 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 7 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 7 Day Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0021 - 0024.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample for analysis at a 7 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 7 day 2b level turnaround is 20%. The Agency would pay the Contractor $60 for sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 7 days of sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0027 Preliminary Results Premium Percentage of analysis price	_____%

In addition to the analyses required by CLINs 0021 - 0024 and its associated SubCLINs, the Government may require quick turnaround Preliminary Analysis of inorganic units. When ordered by the Government, the percentage of Preliminary Results Premium will be calculated and added to the stipulated price of the standard delivery for the appropriate delivery level (2a or 2b) at 21 day turnaround, or to the calculated premium price of the 14 day or 7 day turnaround. For preliminary results requests, the requirement is for the delivery of Form 1 (Reference Exhibit B, Section 1 of SOW) only within 48 hours. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0021 - 0024.

Example: The Contractor's 21 day level 2b unit price for a 1-4 AES metals sample analysis is $50, the premium percentage for delivery of inorganic sample analysis is 10% and the Contractor's 7 day turnaround premium is also 20%. If the Agency requested preliminary results and a standard level 2b 21 day turnaround for the complete hard copy and electronic data deliverables, the Agency would pay the Contractor $55 for the analysis. If the Agency

requested preliminary results and a 7 day turnaround premium for the complete hard copy and electronic data deliverables, the Agency would pay the Contractor $65 for the analysis.

NOTE: All prices and premium percentages portrayed above are for example purposes only and neither reflect actual proposal prices expected by the Agency, not should they affect actual proposal prices offered by potential Contractors.

B.2.5 FOURTH OPTION PERIOD – 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF OPTION III

In accordance with the Clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT-FIXED-PRICE," the Contractor shall provide the following services at the stated prices for the ordering period specified:

During the Option period the Contractor is required to provide electronic and hardcopy deliverables for both level 2a and 2b as specified in the SOW Exhibits B and H.

CLIN 0029	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0029A – 2a Level	MS 1-4 Metals	$_____
0029B – 2b Level	MS 1-4 Metals	$_____
0029C – 2a Level	MS 5-10 Metals	$_____
0029D – 2b Level	MS 5-10 Metals	$_____
0029E – 2a Level	MS 11-22 Metals	$_____
0029F – 2b Level	MS 11-22 Metals	$_____

CLIN 0028	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0028A – 2a Level	AES 1-4 Metals	$_____
0028B – 2b Level	AES 1-4 Metals	$_____
0028C – 2a Level	AES 5-10 Metals	$_____
0028D – 2b Level	AES 5-10 Metals	$_____
0028E – 2a Level	AES 11-22 Metals	$_____
0028F – 2b Level	AES 11-22 Metals	$_____

CLIN 0030	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0030A – 2a Level	Hg	$_____
0030B – 2b Level	Hg	$_____

CLIN 0031	ANALYSIS	PRICE FOR 21 DAY DELIVERY
0031A – 2a Level	CN	$_____
0031B – 2b Level	CN	$_____

*NOTE: The 2a and 2b level designation after the SubCLIN line indicates the level of the hardcopy and Electronic Data Deliverable (EDD). For example,

"0029A - 2a Level" indicate the unit price for analysis of 1 to 4 metals in accordance to the ICP-MS method with a level 2a hardcopy and EDD deliverables. Each SubCLIN ordered represents one unit ordered. For example, if the Agency ordered one sample to be analyzed under SubCLIN 0028B, one sample to be analyzed under SubCLIN 0029B, and one sample to be analyzed under SubCLIN 0030B, then three units have been ordered. A contractor will not receive more than 800 units per month under any one CLIN. The total maximum units that will be required per calendar month are 1600.

CLIN	**PREMIUM PERCENTAGE**
0032 14 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0028 - 0031 and its associated SubCLINs, the Government may require 14 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 14 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 14 Day Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0028 - 0031.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample at 2b level for analysis at a 14 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 14 day turnaround is 10%. The Agency would pay the Contractor $55 for the sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 14 days of the sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0033 7 Day Turnaround Premium	_____%

In addition to the analyses required by CLINs 0028 - 0031 and its associated SubCLINs, the Government may require 7 day turnaround of inorganic units as described in Section 1 of Exhibit B of the SOW. When ordered by the Government, the percentage of the 7 Day Turnaround Premium will be calculated and added to the stipulated price of the standard delivery CLINs. For 7 Day Turnaround requests, the requirement is for the entire data package (as detailed in Exhibit B of the SOW) to be delivered in a shorter turnaround time. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0028 - 0031.

Example: The Agency requests a Contractor to analyze a 1-4 AES metals sample for analysis at a 7 day turnaround. The Contractor's 21 day 2b level unit price for analysis is $50 and the premium percentage for 7 day 2b level turnaround is 20%. The Agency would pay the Contractor $60 for sample analysis. The complete hard copy and electronic data deliverables for all fractions would also be due within 7 days of sample receipt.

CLIN	**PREMIUM PERCENTAGE**
0034 Preliminary Results Premium	

Percentage of analysis price _____%

In addition to the analyses required by CLINs 0028 - 0031 and its associated SubCLINs, the Government may require quick turnaround Preliminary Analysis of inorganic units. When ordered by the Government, the percentage of Preliminary Results Premium will be calculated and added to the stipulated price of the standard delivery for the appropriate delivery level (2a or 2b) at 21 day turnaround, or to the calculated premium price of the 14 day or 7 day turnaround. For preliminary results requests, the requirement is for the delivery of Form 1 (Reference Exhibit B, Section 1 of SOW) only within 48 hours. These quicker turnaround options can only be applied by first ordering analyses from CLINs 0028 - 0031.

Example: The Contractor's 21 day level 2b unit price for a 1-4 AES metals sample analysis is $50, the premium percentage for delivery of inorganic sample analysis is 10% and the Contractor's 7 day turnaround premium is also 20%. If the Agency requested preliminary results and a standard level 2b 21 day turnaround for the complete hard copy and electronic data deliverables, the Agency would pay the Contractor $55 for the analysis. If the Agency requested preliminary results and a 7 day turnaround premium for the complete hard copy and electronic data deliverables, the Agency would pay the Contractor $65 for the analysis.

NOTE: All prices and premium percentages portrayed above are for example purposes only and neither reflect actual proposal prices expected by the Agency, not should they affect actual proposal prices offered by potential Contractors.

B.3 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the Base Period, the Government will place orders totaling a minimum of 8 units. The amount of all orders placed during the Base Period will not exceed 600 units.

During each option period specified in the “Ordering” clause, the Government will place orders totaling a minimum of $10,000.00. The amount of all orders placed during each option period will not exceed $(Amount to be determined at contract award).

The Government will establish a contract maximum by multiplying the Contractor’s 7-day premium price by the Government’s estimated quantity which includes routine and modified analysis work.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.

2. The interviewing or hiring of individuals for employment at EPA.

3. Developing and/or writing of Position Descriptions and Performance Standards.

4. The actual determination of Agency policy.

5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.

6. Preparing Award Fee Letters, even under typing services contracts.

7. The actual preparation of Award Fee Plans.

8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.

9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (APR 2006) DEVIATION

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) Enterprise Architecture (EA). Contractors performing IRM activities on behalf of the Agency shall conform with EPA’s Enterprise Architecture as specified in EPA’s EA Status Report found on EPA’s internet website - http://www.epa.gov/docs/irmpoli8.

(4) Earned Value Management (EVM). Contractors performing IRM

activities on behalf of the Agency shall conform to EPA's Earned Value Management Systems requirements, shall be in compliance with the ANSI/EIA Standard 748-A, and shall conform to all EPA governing documents associated with EPA's Information Technology (IT) infrastructure. EPA's EVM Procedures, dated December 30, 2004, includes all the requirements for this paragraph and may be found on EPA's internet website - http://www.epa.gov/docs/irmpoli8.

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access**: gopher.epa.gov is the address to access the EPA Gopher. Select `menu keyword search' from the menu and search on the term `IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access**: http://www.epa.gov is the address for the EPA's www homepage. From the homepage, search on the term `IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.3 INTERNET ADDRESS FOR THE CONTRACT LABORATORY PROGRAM (CLP)

Information related to the Contract Laboratory Program may be found at the following internet address:

http://www.epa.gov/superfund/programs/clp/index.htm

C.4 INTERNET ADDRESS FOR INORGANIC ISM 01.1 STATEMENT OF WORK

The Statement of Work/Specifications, including all SOW Exhibits A through H and Appendices A and B, can be located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and are incorporated into the solicitation and any resultant contract by reference.

SECTION D – PACKAGING AND MARKING

D.1 REQUIREMENTS FOR PACKAGING AND MARKING

For packaging and marking requirements, please refer to the Statement of Work Exhibits A through H as provided in Section J.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

E.2 CONTRACT COMPLIANCE SCREENING -- INORGANICS

EVERY DELIVERABLE IS SUBJECTED TO CONTRACT COMPLIANCE SCREENING.

Contract Compliance Screening (CCS) is a specific feature of the inspection process, and is performed on a combination of Electronic Data Deliverable (EDD) and hardcopy deliverables and based on the requested deliverable level (2a or 2b) as outlined below:

Inorganic CCS Criteria	**Form/Deliverable Checked by CCS**	**Deliverable Level**
SDG Narrative	Cover Page/SDG Narrative	2a and 2b
Data sheet	IA, IB and EDD	2a and 2b
ICV/CCV	IIA and EDD	2b
Blank	III and EDD	2a and 2b
ICS	IVA, IVB and EDD	2b
Matrix Spike	VA and EDD	2a and 2b
Post-spike Recovery	VB and EDD	2a and 2b
Duplicates	VI and EDD	2a and 2b
LCS	VII and EDD	2a and 2b
Serial Dilution	VIII and EDD	2a and 2b
Method Detection Limit	IX and EDD	2a and 2b
Correction Factor	XA, XB and EDD	2b
Internal Standard Association	XI and EDD	2a and 2b
Preparation log	XII and EDD	2a and 2b
Analysis Run log	XIII and EDD	2b
ICP-MS Tune	XIV and EDD	2b
ICP-MS Internal Standards	XV and EDD	2b
Initial Calibration	XVI	2b
Raw-data	Raw Data	2b
Traffic Report	TRs	2a and 2b

Electronic Data Deliverable - Inspection of the EDD will consist of two parts: an initial assessment to determine whether the EDD can successfully be processed and a full assessment to determine compliance (and completeness).

Initial Assessment - A subset of SOW-specified variables must be complete and be correct before an EDD will be accepted for full assessment processing to determine completeness and compliance.

The key processing variables include:

a. The EDD must be in XML specification 1.0 of the World Wide Web Consortium (W3C). Each fraction in a Sample Delivery Group (SDG) shall be submitted as a separate compressed (zipped) file. The EDD must be well formed based on the W3C XML specification and must be valid based on the Data Type Definition (DTD) outlined in Exhibit H of the ISM01.1 SOW.

b. The EDD shall be created using the Unicode Transforming Format - 8 bit (UTF-8) Character set.

c. The initial line of the EDD shall be: <?xml version="1.0"encoding="UTF-8"?>.

d. The second line of the EDD shall be a DOCTYPE line that contains the filename of the DTD.

e. There shall be no more than one occurrence of each child element within a node, unless the child element also behaves as a parent element.

f. laboratory code, case number, contract number, SDG number, fraction and modified analysis number (if applicable)must be present and each occurrence must be correctly formatted and be identical for each occurrence of the data element in the EDD.

g. All EPA sample numbers must be present where required and formatted in accordance with the specifications in the SOW.

h. All CAS numbers must be present where required, and be correct.

i. The completeness of analytical data provided on the EDD will be verified against the analytical data requested on the Traffic Report (TR) and Chain of Custody (COC). The laboratory code, case number, contract number, SDG number, MA number (if applicable), sample number and fraction shall be identical on the EDD and the TR and SDG coversheet submitted by the contractor for the SDG.

j. The following variables must be present where required and correct: EDD Implementation ID, Lab ID, Lab Receipt Date, analysis date, analysis time, collected date, matrix ID, client method ID, client method Type, QC type, instrument ID, Correlation Coefficient (level 2b only), intercept (level 2b only), run batch (level 2b only), analysis batch (level 2b only), analysis group ID (level 2b only), client analysis ID, client analyte ID, lab analysis ID, lab file ID, preparation date, preparation batch, percent recovery, RPD, %D and %RSD.

k. Data for all relevant forms for the requested deliverable level (2a or 2b) for each sample analysis must be contained in the electronic data

submission and data for all required sample analyses must be reported.

1. The EDD SEDD stage delivery level (2a or 2b) must match EPA requested/scheduled EDD SEDD level.

The Contractor shall resubmit an EDD within three (3) business days of failure notification, at no extra cost to the Government, if any of the Initial Assessment criteria are not met. The resubmitted EDD must contain all of the initially correct information previously submitted for all samples including but not limited to, matrix spike, duplicate, LCS, blanks, standards, and all fractions in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

Full Assessment - All records and variables specified for the EDD (Exhibit H) will be examined for presence and adherence to exact SOW Exhibit B and Exhibit H reporting requirements (completeness) and, where applicable, for adherence to SOW-specified quality control limits (technical compliance). The Contractor shall resubmit an EDD within six (6) business days of notification of non-compliance at no extra cost to the Government, if any variable reported on the EDD is incomplete or non-compliant with SOW specifications. The resubmitted EDD must contain all of the initially correct information previously submitted for all samples including the matrix spike, duplicate, LCS, blanks, and all fractions in the SDG in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

Hardcopy Deliverable - Inspection of the hardcopy data deliverable consists of five parts:

1. Cover Page is assessed for presence of certification statement signed by the Laboratory Manager and date signed.
2. For level 2b deliverables only Raw Data are assessed according to SOW Exhibits B, C, D, E, and H for the following:

a) Raw data are present for every field sample and required spike and duplicate analyses, and replicate exposures/integrations have been performed and hardcopy printouts included for ICP-AES, mercury, cyanide, and ICP-MS analyses (assessed by examination of required labeling of instrument read-out).

b) Raw data are present and correctly labeled for instrument calibration and for all ICV, ICB, CCV, CCB, ICS, Preparation Blank, LCS, Serial Dilution, CRI, Post digestion spike, tune, duplicates, matrix spike and analytical spike.

3. Forms - hardcopy is checked for the presence of the required forms for the applicable deliverable. All header information and compound labeling is checked. The data is checked against contract requirements in the SOW to determine compliance.

4. The calculations performed by the laboratory in generating sample data must be reproducible by a third party based on the data provided in the package.

5. Delivery of the Items specified in the clause F.3 entitled REPORTING REQUIREMENTS shall be in accordance with the delivery schedule in

that clause.

6. Delivered Items identified in the SOW Exhibit B, Table 1 will be subject to CCS inspections by the Government to determine if the data are compliant with contract requirements or if disincentives will be assessed in accordance with the clause F.7 entitled DETERMINATION & ASSESSMENT OF DISINCENTIVES. For the purpose of CCS inspections, the inspection period is deemed to run from the day after the Government's receipt of the items until the Contractor receives notification of non-compliance. Disincentives are suspended during the inspection period. Specific examples of the application of incentives and disincentives are shown in the clause F.7 entitled DETERMINATION & ASSESSMENT OF DISINCENTIVES.

Delivery to the Government shall be in accordance with the delivery schedule specified in the Section F clause "REPORTING REQUIREMENTS."

Delivery Items Nos. A, B, and F identified in the SOW will be subject to CCS inspection by the Government to determine if the data is compliant with contract requirements or if disincentives will be assessed in accordance with the clause F.7 of this contract entitled DETERMINATION AND ASSESSMENT OF DISINCENTIVES. For purposes of CCS inspection, the inspection period is deemed to run from the day after the Government's receipt of the items until the Contractor receives notification of noncompliance. Disincentives are suspended during the inspection period. Specific examples of the application of disincentives are shown in clause F.7 entitled DETERMINATION AND ASSESSMENT OF DISINCENTIVES.

If items delivered to the Government are determined by the Government to be non-compliant and are susceptible of correction or re-performance, the Contractor shall resubmit the items within six (6) business days from receipt of notification of non-compliance at no additional cost to the Government. The Government reserves the right to reject any resubmitted deliverable that is not received by the Government within the specified correction period, or is still noncompliant when re-delivered.

Final acceptance will occur within 45 calendar days after initial delivery of fully compliant data.

E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

	Title	Numbering	Date	Tailoring
[✔]	*Specifications and Guidelines for Quality Systems for Environ mental Data Collection and Environmental Technology Programs*	ANSI/ASQC E4	1994	See below

[ ]

[ ]

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. **Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

	Documentation	Specifications
[X]	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
[ ]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
[ ]	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
[ ]	Other Equivalent: _____	_____

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, _____. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. **Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

	Documentation	Specification	Due After
[ ]	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of contract
[ ]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/02]	Award of contract
[ ]	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Award of contract
[ ]	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Award of contract
[ ]	Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Issuance of statement of work for the project
[ ]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Issuance of statement of work for the project
[ ]	Other Equivalent: _____	_____	[ ] award of contract [ ] issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, _____. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.4 GOVERNMENT'S QUALITY ASSURANCE PROGRAM

In accordance with the clause entitled INSPECTION OF SUPPLIES-FIXED-PRICE, each phase of the services rendered under this contract is subject to Government inspection both during the Contractor's operations and after completion of the work. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which he/she is responsible. The Contractor shall correct such deficiencies promptly. When requested, the Contractor shall provide a written report to the Contracting Officer identifying corrective/preventive actions taken. **The Government's QA Surveillance Program is not a substitute for Quality Control by the Contractor.**

a. The Contractor shall demonstrate acceptable analytical performance for both identification and quantitation of PE sample analytes/parameters. USEPA reserves the right to adjust the PE sample acceptance windows in order to compensate for any unanticipated difficulties with a particular PE sample. Any adjustment will favor the contractor. The Contractor shall also participate in On-site audits; Special Investigations; Data Tape Audits; and other quality assurance evaluations identified in Exhibit E of the SOW.

b. The Project Officer may check the Contractor's performance and document any noncompliance, but only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.

c. The Government will reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in the clause entitled DETERMINATION AND ASSESSMENT OF DISINCENTIVES clause.

E.5 GOVERNMENT AUDIT OF CONTRACTOR FACILITIES

During the contract period of performance the Government may audit the Contractor’s operations in order to determine whether the Contractor is maintaining its ability to meet the terms and conditions of this contract. These audits may or may not be preplanned so that the Government auditors have the opportunity to observe how work in process is normally being performed. These audits will not unduly interfere with the Contractor’s performance.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.247-34	NOV 1991	F.O.B. DESTINATION

F.2 SAMPLE MANAGEMENT OFFICE (SCHEDULING)

The Sample Management Office (SMO) contractor will assist the Government in scheduling samples for analysis up to the quantity of samples specified (cumulatively) in the delivery orders issued by the Contracting Officer pursuant to the Ordering clause (FAR 52.216-18) of this contract. The SMO contractor does not have authority to order any sample (s) for analysis under this contract. All samples scheduled for analysis by the SMO contractor are subject to the terms and conditions of this contract.

NOTE: The SMO contractor provides support under a separate EPA contract. The SMO contractor has no authority, and may not, under any circumstances, change, waive, or interpret any terms or conditions of this contract including, but not limited to, price, delivery, or SOW requirements. All questions or concerns of this nature must be directed to the applicable Contract Laboratory Program (CLP) Project Officer, CLP Program Manager, Contracting Officer, or Contract Specialist as appropriate for action or resolution.

F.3 REPORTING REQUIREMENTS

Performance and delivery are required to be made in accordance with the Statement of Work and its Exhibit B “Reporting and Deliverables Requirements” and Exhibit H “Format for Electronic Data Deliverables.”

F.4 CONTRACTOR'S FAILURE TO PERFORM REQUIRED ANALYSES

A. The Contractor will be held to the full performance of the contract. The Government will deduct from the Contractor’s invoice or otherwise withhold payment for any items of nonconforming services as specified below. The Government may apply an inspection technique which covers all or part of the work to either assess the contractor’s performance or determine the amount of payment due or both. Failure to maintain adequate quality control can result in termination for default.

B. The Government will give the Contractor written notice of deficiencies in writing prior to assessing sanctions or deducting for non-performed or unsatisfactory work.

F.5 DISINCENTIVES

A. If the Contractor fails to deliver acceptable supplies or services within the times specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government a fixed sum determined in accordance with the clause “DETERMINATION AND ASSESSMENT OF DISINCENTIVES,” for each calendar day. The assessment of disincentives under this clause does not preclude recovery of any actual damages incurred.

B. If the Government terminates this contract in whole or in part under the Default clause, the Contractor shall be liable for a fixed sum determined in accordance with the clause “DETERMINATION AND ASSESSMENT OF DISINCENTIVES,” accruing until the time the Government reasonably obtains delivery or performance of similar supplies or services. These disincentives are in addition to excess costs of repurchase under the Default clause (52.249-8).

C. The Contractor will not be charged with disincentives when the delay in delivery or performance arises in accordance with the Excusable Delays clause (52.249-14).

D. The Government’s exercise of rights under this clause, regardless of whether deductions were taken, shall not preclude the Government from terminating the contract in accordance with the Default clause (52.249-8) in this contract.

F.6 DETERMINATION AND ASSESSMENT OF DISINCENTIVES

A. DISINCENTIVES. Disincentives will be assessed for late and noncompliant contract deliverables. For purposes of determining disincentives, the term "day" refers to the specified number of days after verified time of sample receipt of the last sample of a sample delivery group. Disincentives will be assessed in accordance with the following:

(1) Items Submitted Late (Sample Data Package, Computer Readable Data (i.e., EDD Deliverable), and PDF of the hardcopy data)

(a) For preliminary results (PR), a 50% reduction is imposed on the PR surcharge (the PR unit price from B.2) when the results are one to 24 hours late and a 100% reduction is imposed on the surcharge when results are more than 24 hours late. In cases where a 100% reduction is imposed on the surcharge, the contractor is not relieved from the obligation to deliver the PR. Failure to deliver the PR within the revised schedule, as directed by the Contracting Officer, may be grounds for Termination for Default.

(b) For samples scheduled for 7 or 14 day delivery, disincentives will be assessed for late data at a rate that is prorated between the price for the required delivery date and the price for subsequent later delivery dates. If the required delivery date is 7 days and either the Sample Data Package, the EDD deliverable, or the PDF version of the hardcopy data are received on the 8th through the 14th day, the price per sample will be reduced for each day

late in portions equal to 1/7 of the difference between the 7 day and 14 day prices (i.e., the difference between the 21-day delivery price plus 7-day premium and the 21-day delivery price plus the 14-day premium). If the 7 day turnaround data is received on the 15th through the 21st day, the price per sample will be further reduced for each day late in portions equal to 1/7 of the difference between the 14 day and 21 day prices. If the 7 day turnaround data is received after the 21st day, the price per sample will be further reduced at a rate of 5% per sample per day late up to a maximum reduction of 50% of the 21 day price.

If the required delivery date is 14 days and either the Sample Data Package, the EDD deliverable, or the PDF version of the hardcopy data are received on the 15th through the 21st day, the price per sample will be reduced for each day late in portions equal to 1/7 of the difference between the 14 day and 21 day prices. If the 21 day turnaround data is received after the 21st day, the price per sample will be further reduced at a rate of 5% per sample per day late up to a maximum reduction of 50% of the 21 day price.

If the required delivery date is 21 days and either the Sample Data Package, the EDD deliverable, or the PDF version of the hadcopy data are received after the 21st day, the price per sample will be reduced at a rate of 5% per sample per day late up to a maximum reduction of 50% of the 21 day price. For example, if the price for 7 day delivery is $150 per sample; for 14 day $100; and, for 21 day delivery $50; late delivery would be handled as follows:

10 samples are sent for 7 day delivery. If delivery is made on day 10, the price per sample would be reduced from $150 to $129 ($150-$100 = $50/7 days =$7 per day reduction). If delivery was made on day 16 the price per sample would be reduced from $100 to $86 (On day 14 the price would be $100, after the 14th day the price would drop as follows: $100-$50 = $50/7 days = $7 (per day therefore, $100 - (2 days X $7 per day) = $86.)

Please note that late data will also affect the laboratory's performance algorithm Score as described in Section G and may adversely affect the number of samples a laboratory may receive during subsequent scheduling periods.

(2) NON-COMPLIANT

(a) Electronic Data Deliverable (EDD) fails Initial Assessment

When an EDD deliverable fails the initial assessment criteria, the Contractor is required to correct the EDD within three (3) business days of notification of failure (excluding Saturday, Sunday, and Federal holidays.) If the laboratory corrects the EDD within the three (3) business days, the payment will not be reduced. If after three business days, the EDD is not submitted or fails initial assessment upon resubmission, a 15% reduction will be applied to the total Sample Delivery Group (SDG) price. If a contractually compliant EDD is not submitted within 3 business days, the Hard Copy Data package will be subjected to manual CCS review.

Note: For the purpose of counting days for the three day period, the day after notification is considered to be day one (1).

If a full manual (hard copy data package) or semi-automated data review (hard copy and EDD deliverable)is performed and the deliverable is not 100% compliant, a 10% reduction will be applied to the fraction price for the SDG

(on ALL samples analyzed for that fraction in the SDG) that is assessed a defect (this is in addition to the 15% reduction that may be assessed for failure of Initial Assessment). For example, if the cyanide fraction on one or more samples has a defect and the cyanide fraction price is $20, $2 will be deducted for each sample analyzed for cyanide in that SDG.

The laboratories have six (6) business days from the day of receipt of CCS defect report to reconcile and submit corrected EDD and/or hard copy data. If after reconciliation of the hard copy or EDD, all defects are corrected and no new errors are introduced on any sample in the SDG, an incentive of 5% of the fraction price will be deducted from the 10% reduction applied to that fraction (i.e. the 10% reduction will be reduced to a 5% reduction on the fraction price).

Note: For the purpose of counting days for the six day period, the day after notification is considered to be day one (1).

F.7 LOCATION OF PERFORMANCE

All work performed under this contract, including but not limited to sample analyses, shall be performed in its entirety at the location shown below and with permanent on-site equipment and personnel. This restriction is based upon that location meeting the pre-award qualifications and evaluations. (Note: Offerors must fill-in the address of the physical location of the laboratory. **Only one location may be specified to be used in performance.**)

_____

_____

E-mail address:_____

Telephone Number:_____Facsimile Number:_____

F.8 TECHNICAL AND MANAGEMENT CAPABILITY

The Contractor shall have sufficient personnel at all times during the performance of the contract to ensure that USEPA receives data that meet the terms and conditions of the contract.

The Contractor shall have sufficient analytical equipment/apparatus on-site for analysis of inorganic samples, as described in Exhibit D, to meet all the terms and conditions of the contract.

F.9 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.10 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from contract award not to exceed 180 days exclusive of all required reports. Contract Line Items (CLINs) covered by this period are 0001 – 0006 along with the associated sub-CLINs.

Should the Government elect to waive the Preaward Performance Evaluation Sample and Qualification/Base period requirements, the contractor will enter into the first option period at contract award. The period of performance for this contract shall be from contract award not to exceed 12 months exclusive of all required reports. Contract Line Items (CLINs) covered by this period are 0007 – 0013 along with associated sub-CLINs.

Should the Government elect to exercise the optional periods the following periods of performance will apply:

Period	Period of Performance	CLINs
Option Period I	12 months from exercise of OP I	TBD AAC*
Option Period II	12 months from exercise of OP II	TBD AAC*
Option Period III	12 months from exercise of OP III	TBD AAC*
Option Period IV	12 months from exercise of OP IV	TBD AAC*

*TBD AAC = To be determined After Award of Contract

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ORDERING--MULTIPLE AWARDS FOR THE SAME SERVICES

The Government uses Scheduling, Tracking, Invoicing, Reporting (STIR) Standard Operating Procedures (SOP) Nos. 1 and 2 to schedule samples. In order to determine which units will be scheduled with each awardee, the following factors will be considered:

1. Performance History under this contract
   Performance History factors affecting scheduling are combined to create one Performance Scheduling Algorithm (PSA) score. Each contractor receives a PSA score based on the following factors: Initial Assessment, data turnaround time (late/early), Contract Compliance Screening (CCS) initial completeness and compliance, CCS resubmission completeness and compliance, submission of Sample Delivery Group (SDG) cover sheet/traffic reports (late/early), and Quarterly Blind performance evaluation scores.

2. Sample price
   Sample price is considered when determining sample scheduling until individual capacity limits are reached.

The above factors are used in the following steps describing the ordering procedure utilized by the Government:

Step 1:
A PSA score is determined by collecting contractors' performance data for every deliverable under the contract. This data is evaluated monthly and used to create a rolling average of the prior three months of work. Based on the rolling average, contractors are evaluated as either "acceptable" or "unacceptable". "Acceptable" is defined as a PSA score greater than or equal to 75. Scores below 75 are considered "unacceptable". Contractors who are classified in the unacceptable category may be suspended from sample distribution and will receive Performance Evaluation Samples until the performance issues are rectified.

Step 2:
Once a PSA score is calculated, it is evaluated with the contracted unit price to determine a composite score.

Step 3:
Based on each contractors' composite score (consisting of contractor performance history and price), contractors are ranked.

Step 4:
Samples are scheduled to be shipped to contractors, starting with the highest-ranked to the lowest-ranked.

Contractors with late data will not be scheduled to receive samples until the Contracting Officer is satisfied that the issues have been rectified.

Note: The Government may issue non-competitive scheduling when circumstances as described in FAR 16.505(b)(2) “Exceptions to the Fair Opportunities Process” are present.

G.2 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Any EPA Contracting Officer acting within the restrictions of their individual warrant.

(b) A Standard Form 30 will be the method of amending delivery orders.

G.3 SPECIAL INVOICE INSTRUCTIONS

Beginning November 1, 2001, the Agency implemented a new system which streamlined and automated the CLP invoice submission process through Electronic Commerce (EC). This system, herein referred to as the Web-based Invoicing System (WIS), complies with the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, in that it will serve to improve the productivity, efficiency, and effectiveness of the CLP program. This new process also reduces the potential for data entry errors, which ultimately reduces re-submission costs to both the contractors and the Federal Government.

In addition to the requirements set forth in FAR 32.905, an invoice or request for contract financing payment must meet the following contract requirements in order to be considered a properly submitted invoice:

(a) The contractor shall generate and submit all invoices or requests for financing payment using the Agency’s prescribed Web-based Invoicing System (WIS)located at the following web site address:

http://www.epa.gov/superfund/programs/clp/wis.htm.

Until otherwise directed in a modification to the contract, the Contractor shall submit one copy of the original invoice to the Contracting Officer at the address specified in Block 5 on the cover of the contract. No other copies will be sent to any other office.

(b) Using the WIS, the Contractor shall separately invoice for each sample delivery group, listing each billable sample on the invoice. **Note: Analyses on spike, duplicate, and laboratory control samples are not billable when performed at the frequency specified in the contract.**

(c) When preparing invoices, the Contractor shall include the following data

in its submission:

(1)For Initial Sample Analyses Invoices:

(i) Invoice Date
(ii) Contractor Name
(iii) Contract Number
(iv) Task or Delivery Order Number
(v) Case Number(s)
(vi) Sample Delivery Group (SDG) Number(s)
(vii) The following information for each sample being invoiced, sorted, and identified by Case Number, SDG Number, and Sample Number:
- EPA Sample Number
- Subunit(s) Analyzed
- Unit Price(s) (and/or Subunit, as applicable)
(viii) Extended Total Price of Invoice

(2) For Miscellaneous Invoices:

(i) Invoice Date
(ii) Contractor Name
(iii) Contract Number
(iv) Task or Delivery Order Number
(v) Case Number(s)
(vi) Sample Delivery Group (SDG) Number(s), if applicable
(vii) Reason for submission of miscellaneous invoice
(viii) Description of item(s) being invoiced, with full explanation
(ix) Total Amount of Invoice

d) Payment will be processed for all billable samples constituting a complete SDG in total. Each SDG must be invoiced separately. Payment will not be processed on an individual sample basis.

G.4 GOVERNMENT FURNISHED SAMPLES

Samples for Analysis - a sample consists of collection containers containing solid or liquid material, or a mixture. When subdivided according to the protocol (Statement of Work, Exhibit D), a sample can result in one or more of the following subunits/parameters: Inorganic Metals, Cyanide, and Mercury.

Field Sample Blank(s) shall constitute separate distinct sample(s). When field sample container contents are divided to yield matrix spike and duplicate samples, the resulting set of subunits is considered to be a separate distinct sample.

If the performance of all or any part of the work of this contract is delayed or interrupted due to the Government's failure to provide timely instructions/resolution to the Contractor regarding inconsistencies or errors in samples or their corresponding paperwork (traffic reports), the Contractor may be entitled to an adjustment in the time of delivery for the SDG in question. Such adjustment shall include a day-for-day extension for the delay caused by the Government. However, the Contractor shall provide clear and convincing documentation of the delay. No adjustment will be made for any

delay or interruption to the extent that performance would have been delayed by other causes including the fault or negligence of the contractor, or for which adjustment is provided or excluded under any other term or condition of this contract. In addition, no adjustment may be made if the contractor fails to promptly notify the CLP Sample Management Office (SMO) Contractor of problems or discrepancies. Such prompt notification is interpreted to mean within the next business day of sample(s) and/or Traffic Report receipt.

All sample shipments to the Contractor will be scheduled through and by the SMO Contractor.

Unless otherwise instructed by the SMO Contractor, the Contractor shall dispose of unused sample volume and used sample bottles/containers no earlier than sixty (60) calendar days following submission of the complete reconciled SDG file. Sample disposal and disposal of unused sample bottles/containers is the responsibility of the Contractor and shall be accomplished in accordance with all applicable laws and regulations governing disposal of such materials.

The Contractor shall be required to routinely return sample shipping containers (e.g., coolers) to the appropriate sampling office within fourteen (14) calendar days following shipment receipt. The Government may send individual sample containers other than a glass jar or glass vial which the Contractor will be required to routinely return to the appropriate sampling office sixty (60) calendar days following submission of the reconciled complete SDG file. The Contractor will be provided a shipping mechanism by the originating sampler or EPA Regions (e.g., field sampler). The Contractor shall ensure that the account numbers provided are used only for the return of Government-owned shipping containers.

Contractors shall remove packing and other materials from the coolers before each pick-up and shall ensure that the coolers are clean. The Contractor can determine from visual inspection whether the cooler is clean. Contractors shall remove any remaining sample from the non-glass container and shall ensure that the sample container is clean. An authorized Contractor official shall sign and telefax pick-up records to the designated transportation contractor or sampler within two (2) calendar days of cooler pick-up for return shipment.

Performance Evaluation Sample (PES) - The Government shall provide to the Contractor a standard extract to prepare the Performance Evaluation Sample (PES) for exclusive use on this contract.

G.5 RISK OF LOSS OF GOVERNMENT SAMPLES

In accordance with FAR Part 45, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, samples provided for analysis upon their delivery. As a consequence of any loss or destruction of, or damage to, the samples, the Contractor may be liable for any re-sampling, re-analysis, and associated administrative costs related to those samples. However, the contractor is not responsible for samples properly consumed in the analysis. Upon the loss, destruction of, or damage to the Government-provided samples, the Contracting Officer may initiate an equitable adjustment or claim in favor of the Government.

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

JOHN NEBELSICK
Ariel Rios Building
1200 Pennsylvania Avenue, NW
5204G
Washington, DC 20460
Phone: (703) 603-8849
FAX: (703) 603-9112

Contract Specialist(s) responsible for administering this contract:

WENDY RIZZO
Ariel Rios Building
1200 Pennsylvania Avenue, NW
3805R
Washington, DC 20460
Phone: (202) 564-6657
FAX: (202) 564-2557

Administrative Contracting Officer:

Jami Rodgers
Ariel Rios Building
1200 Pennsylvania Avenue, NW
3805R
Washington, DC 20460
Phone: (202) 564-4781
FAX: (202) 564-2557

G.7 FEDERAL HOLIDAYS

The following days are considered Federal Holidays under the contract:

New Years Day
Martin Luther King’s Birthday
President’s Day
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at $1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document)

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: http://www.epa.gov/cpg/.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of “incidentals” in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations*.
The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision*.
The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 COMPETITIVE PROCESS FOR AWARDING MODIFIED ANALYSIS

The competitive process for modified analysis shall be:

1. The Contracting Officer will send a Request for Quote (RFQ) to all designated contractors. The RFQ will contain the Statement of Requirements and due date for quotes (generally two (2) working days after RFQ issuance, but may be less if an emergency situation exists).

2. Each solicited contractor may submit a price quote. Any submitted price quote shall be fixed price. A contractor may propose the same price(s) as provided in its contract, or may adjust its price(s) upward or downward.

3. Award will be made to the contractor offering the best value to the Government, price and past performance considered, subject to a price reasonableness determination.

4. It is anticipated that all modified analysis requirements will be competed. The Government may issue non-competitive orders when circumstances as described in FAR 16.505(b)(2) “Exceptions to the Fair Opportunity Process” are present.

Participation in the modified analysis quoting process is voluntary; contractors are not obligated to submit a quote. Nevertheless, this clause does not limit the Government’s rights under the CHANGES clause.

Contractors who have late data or performance issues may not be considered for modified analysis work.

H.4 BASE PERIOD REQUIREMENTS

The purpose of the Base Period Requirement is to ensure that the Contractor is capable of producing the required electronic and hard-copy data deliverables for ICP-AES, ICP-MS, cyanide, and/or mercury, as defined in Exhibits B and H of the SOW.

The Contractor shall meet certain criteria in order for this contract to be extended beyond the Base Period. If the Contractor does not meet this criteria, the option to extend the contract will not be exercised.

1) Within thirty (30) calendar days of contract award, the Contractor

shall submit a method detection study as specified in Exhibit B of the SOW

2) Within 120 calendar days of contract award, the Contractor shall submit a minimum of two (2) data submissions per analytical method (e.g., ICP-AES, ICP-MS, cyanide and mercury) which meet the following criteria:

a) All electronic data submissions shall meet the initial assessment requirements as specified in Exhibit E of this contract; and

b) The first data submission of the SDG shall have no more than 3 automated defects and no more than 2 manual defects per analytical method; and

c) If the first data submission contains any defects (e.g., automated or manual) per analytical method, the Contractor shall correct the electronic and hard copy data submission and resubmit within six (6) business days; and

d) The contractor will be evaluated on the timeliness of the deliverables and responses to the Government. During the Base period, each day the data is late will be considered as one manual defect. This would apply to each analytical method contained within the data submission.

The Contractor may resubmit a corrected data package as many times as necessary during the six (6) business day period.

3) Within 45 calendar days of contract award, the Contractor shall submit a Quality Assurance Management Plan in accordance with Exhibit E Section 5 of the SOW to the Contracting Officer. The Government will review, make comments, and return the plan to the Contractor with comments within 15 calendar days of receipt. The Contractor shall make changes and submit the final plan to the Contracting Officer within 15 calendar days after receipt. The Government will not exercise Option Period I without an acceptable Quality Assurance Management Plan.

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.6 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.7 LIMITATION OF FUTURE CONTRACTING (ESAT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE III (DEC 2005) DEVIATION

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant contracting officer and for the duration of the CLP contract, the Contractor shall not enter into (1) an EPA Environmental Services Assistance Team (ESAT) contract, and EPA Quality Assurance and Technical Support (QATS) contract, ora n EPA Sample Management Organization (SMO) contract or (2) a contract with a contractor that has the ESAT, QATS, or SMO contract(s), or (3) a significant financial interest in or business relationship with an ESAT, QATS, or SMO contractor.

(d) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

H.8 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.9 SUBCONTRACTING PROHIBITION

Subcontracting of any tasks required by the Statement of Work is prohibited.

H.10 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.11 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for four (4) additional period(s). If more than sixty (60)days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. **NOTE: This preliminary notification will not be provided during the Base Period. However, upon successful completion of the Base Period, the Government may exercise Option Period I through the issuance of a bilateral modification.**

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

(To be determined at award)

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	Award Date + 6 Months	Award Date + 18 Months
Option Period II	Award Date + 18 Months	Award Date + 30 Months
Option Period III	Award Date + 30 Months	Award Date + 42 Months
Option Period IV	Award Date + 42 Months	Award Date + 54 Months

H.12 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not

be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.13 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.14 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon

request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.15 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.16 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not

disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.17 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI

have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.18 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.19 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.20 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION

(a) The Contractor shall identify for this contract the following key personnel in accordance with the requirements of Exhibit E of the ISM01.1 Statement of Work. Key positions include Lab Director, Quality Assurance Officer, IT Director, and one analyst per department (e.g., ICP-AES, ICP-MS, Cyanide, Mercury, and Digestion).

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(b) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting

Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.21 PERMITS

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with an applicable Federal, State, and municipal laws, codes, and regulations, in connection with the performance of this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-13	DEC 2007	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-19	AUG 2007	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST

52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	JUN 2007	EXCUSABLE DELAYS (JUN 2007)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective contract period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) sample, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of: To be determined at contract award in accordance with the limitations set forth in Section B.2;

(2) Any order for a combination of items in excess of: To be determined at contract award in accordance with the limitations set forth in Section B.2;

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 calendar days beyond the expiration date of the contract.

I.5 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.6 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

I.7 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Note: Attachments 1 through 16 are included in the Statement of Work located at the procurement website: http://www.epa.gov/superfund/programs/clp/ism1.htm and attachments 17 through 20 are included at the end of this RFP.

Number	Attachment Title
1	SOW EXHIBIT A - SUMMARY OF REQUIREMENTS
2	SOW EXHIBIT B - REPORTING AND DELIVERABLES REQUIREMENTS
3	SOW EXHIBIT B - INORGANIC FORMS
4	SOW EXHIBIT B - DC1-2-FORMS
5	SOW EXHIBIT C - INORGANIC TARGET ANALYTE LIST WITH CONTRACT REQUIRED QUANTITATION LIMITS
6	SOW EXHIBIT D - INTRODUCTION TO ANALYTICAL METHODS
7	SOW EXHIBIT D - PART A - ANALYTICAL METHODS FOR INDUCTIVELY COUPLED PLASMA - ATOMIC EMISSION SPECTROSCOPY
8	SOW EXHIBIT D - PART B - ANALYTICAL METHODS FOR INDUCTIVELY COUPLED PLASMA - MASS SPECTROMETRY
9	SOW EXHIBIT D - PART C - ANALYTICAL METHODS FOR COLD VAPORS MERCURY ANALYSIS
10	SOW EXHIBIT D - PART D - METHODS FOR TOTAL CYANIDE ANALYSIS
11	SOW EXHIBIT E - CONTRACT LABORATORY PROGRAM QUALITY ASSURANCE MONITORING PLAN
12	SOW EXHIBIT F - CHAIN OF CUSTODY, DOCUMENT CONTROL AND WRITTEN STANDARD OPERATING PROCEDURES
13	SOW EXHIBIT G - GLOSSARY OF TERMS
14	SOW EXHIBIT H - DATA DICTIONARY AND FORMAT FOR DATA DELIVERABLES IN COMPUTER READABLE FORMAT
15	SOW APPENDIX A - FORMAT OF RECORDS FOR SPECIFIC USES
16	SOW APPENDIX B - MODIFIED ANALYSIS
17	PRE-AWARD PERFORMANCE EVALUATION - INSTRUCTIONS
18	INORGANIC PRE-AWARD CONTRACT COMPLIANCE SCORING
19	PAST PERFORMANCE CLIENT LETTER AND QUESTIONNAIRE
20	ICP-AES AND ICP MS VERIFICATION AND CERTIFICATION FORM

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____
_____
_____

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN:_____

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and
does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other_____.

(f) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name_____

TIN_____

K.3 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006) DEVIATION

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541380.

(2) The small business size standard is average annual receipts of $11 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this

solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ](i) Paragraph (c) applies.

[ ](ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date].* These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	**Title**	**Date**	**Change**

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.4 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.5 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date :_____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION

L.2 INSTRUCTIONS TO OFFERORS

The following information is provided as an aide in preparing Section B.2

Offerors shall propose prices and/or premiums for all CLINS/SubClins listed to section B.

1) The fixed prices shall apply to the contract period of performance specified. ALL PRICES SHALL BE LISTED IN WHOLE DOLLAR AMOUNTS.

2) This contract consists of a **Base Period** of up to 180 Calendar days plus four (4) one year **Option Periods**.

a) Base Period:

ICP-AES and ICP-MS: For the Base Period, the Contractor shall submit an offer on the maximum quantity of 200 units per month. A contractor will not receive more that 50 units under any one CLIN.

b) Option Periods I through IV:

PRELIMINARY RESULTS

Under Option Periods I through IV, the Government may require a quick turn around of Preliminary Results within 72 hours (CLINs 0011,0019)in addition to the analyses required by CLINs 0005-0008, 0013- 0016. SOW Exhibit B, Section 2.9 describes the requirements of the Preliminary Results. The Government will only require Preliminary Results if also specifying a standard delivery CLIN (e.g. 0005A. 0005B, or 0005C). The Contractor shall propose on all Preliminary Results corresponding to the applicable ICP-AES and ICP-MS CLINs

bid on. The Preliminary Results price will be added to the prices stipulated for the standard delivery times stated in each sub-CLIN. For example: 15 samples are sent with a 14-day delivery requirement - price $10 each, of these samples 3 are identified for Preliminary Results - price $5; the total amount invoiced would be $165 ((15 multiplied by 10)+ (3 multiplied by 5))

THE CONTRACTOR SHALL SUBMIT OFFFERS ON ALL PERIODS OF PERFORMANCE.

3. The Government intends to award multiple contracts for the same services under this contract.

4. Offerors must submit the following information to the Contracting Officer at the time of closing.

Completed Section B.2	3 Copies
Completed Section F.8	3 Copies
Completed Section K	3 Copies
Past Performance Client Letter and Questionnaire (Attachment 19)	3 Copies
ICP-AES AND ICP-MS Verification and Certification Letter **(hardcopy and on disk**)(Attachment 20)	3 Copies
Quality Management Plan and checklist	3 Copies
COI Plan	3 Copies

5. Unless otherwise noted in its proposal, with the submittal of its offer, the contractor agrees to keep its offer effective for a minimum of 365 calendar days from bid submittal date. The award date is anticipated to be in February 2009.

6. If awarded a contract, the Contractor will enter into the Base Period of the contract. This period will be in effect from the date of contract award up to 120 calendar days. During this time, the Contractor will have 30 calendar days submit an MDL study as specified in Exhibit B of the SOW. In addition, the Contractor shall be required to successfully analyze up to 1200 inorganic units during the Base Period.

7. In the event an Awardee is unable to meet the requirements of the Qualification Phase/Base Period as specified in H.5 its contract will not be extended and the Agency will award a contract to the responsible offeror whose offer is next in line for award, as described in the process above, AND whose offer is still in effect

L.3 SPECIAL INSTRUCTIONS TO OFFERORS

The services required by this acquisition will be procured using a Request for Proposal (RFP) consisting of the evaluation of a Pre-Award Performance Evaluation Sample, Contract Compliance Screening Audit, Quality Assurance Management Plan,Pre-Award on-site laboratory audit, and Past Performance Evaluation.

(A) All Offerors must request a PA-PES from the Contracting Officer by _____ in order to have sufficient time to perform the analysis and prepare appropriate documentation as detailed in this provision. PA-PES's will be delivered to requesting offerors no later than _____. Analysis of the PES and completion of all **hardcopy** documentation and electronic data

deliverable (i.e., EDD in SEDD format) for pre-award sample analysis must be completed and received by the Agency-designated location by the solicitation closing date. Offerors who do not meet the established due date for the PA-PES result and deliverables will not be considered for award.

(B) The request must contain the following information: 1) EXACT address for shipment of the sample (Samples will be sent via courier (FEDEX) so the address must be appropriate for this form of delivery.) 2) Name and telephone number of the company's point of contact for discussions related to the testing. 3) Requests may be sent electronically to: rizzo.wendy@epa.gov. Hardcopy requests may be sent to one of the following addresses:

U.S. Mail
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Attn: Wendy Rizzo (3805R)

Courier/Hand Delivery (Federal Express, UPS, Airborne, etc.)
Ronald Reagan Building
Office of Acquisition Management
6th Floor/Room 61107
1300 Pennsylvania Avenue
Washington DC 20004
Bid and Proposal Room
Attn: Wendy Rizzo (3805R)

All requests received will be confirmed by telephone call by Wendy Rizzo to the company's point of contact stated in the request.

L.4 HISTORICAL DATA

The following information is based on historical data, and the data is provided for information purposes only.

During the past 3 years, the total aggregate dollar value expended on CLP Inorganic unit purchases is approximately $1.5 million per year.

The table below illustrates the historical figures for the average number of units ordered per month under the previous contract:

Average Units Per Month

SAMPLE	UNITS	21 DAY	14 DAY	7 DAY	21 + 48 Hr	14 + 48 Hr	7 + 48 Hr
AES 11-22 Metals	1,250	812	253	185	9	5	15
AES 5-10 Metals	245	165	53	27	4	0	3
AES 1-4 Metals	1,998	1,311	300	387	12	4	27

MS 11-17 Metals	267	161	59	47	0	1	1
MS 5-10 Metals	50	43	4	3	0	0	0
MS 1-4 Metals	187	118	52	17	0	0	0
Mercury	1,245	867	215	183	19	6	15
Cyanide	395	249	107	39	5	1	5

The table below illustrates the historical figures for the number of units ordered by the inorganic program over the past three years:

Units Ordered (Previous 3 Years)

SAMPLE	**UNITS**	**21 DAY**	**14 DAY**	**7 DAY**	**21 + 48 Hr**	**14 + 48 Hr**	**7 + 48 Hr**
AES 11-22 Metals	45,017	23,246	9,111	6,660	309	187	533
AES 5-10 Metals	8,823	5,950	1,898	975	155	12	100
AES 1-4 Metals	71,935	47,197	10,813	13,925	432	151	937
MS 11-17 Metals	9,614	5,802	2,114	1,698	4	27	42
MS 5-10 Metals	1,809	1,531	157	121	15	0	0
MS 1-4 Metals	6,748	4,240	1,889	619	0	0	3
Mercury	44809	31203	7742	5864	681	202	538
Cyanide	14201	8955	3838	1408	187	25	172

L.5 DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Due to the extremely sensitive nature of sample analysis and validation which provides the technical input to EPA upon which decisions are made regarding site remediation, cost recovery and legal enforcement actions, EPA considers the offeror to have significant potential for conflict of interest (COI) if the offeror currently has an EPA Environmental Services Assistance Team (ESAT) contract, EPA Quality Assurance Technical Support (QATS) contract or an EPA Sample Management Office (SMO) contract or has a significant financial interest in or business relationship with a SMO, ESAT, or QATS contractor, which cannot be avoided, mitigated, or neutralized.

If an offeror submits a disclosure statement in accordance with the COI notification provisions found in provision L, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984), the offeror's disclosure statement shall include the following information

Any actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent company, sister companies, affiliates, subsidiaries, and other interests held by offeror, generally limited to third tier relationships unless there are potential COI related to more distant affiliates. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflicts can be avoided, neutralized, or mitigated. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement. The disclosure statement must identify:

- Significant financial interest(s) or a business relationship(s) with a firm that has an EPA ESAT, SMO, or QATS contract
- Whether the offeror currently has an EPA ESAT, SMO, or QATS contract

This information will be used by the Contracting Officer to determine the eligibility of the offeror to receive an award under this procurement action. If it is determined that the potential for a significant COI exists, the offeror will be given an opportunity to provide additional information and propose measures to avoid, mitigate or neutralize those potential conflicts. If the additional information or proposed measures to avoid, mitigate or neutralize the potential conflict of interest is determined to be insufficient, an offeror may be found ineligible for contract award.

L.6 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of up to 10 Firm-Fixed-Price IDIQ contracts resulting from this solicitation.

L.7 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.8 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Hand-Carried Address:

Environmental Protection Agency
Attn: Keith Stewart
Mail Code 3805R
1300 Pennsylvania Avenue, N.W.
Washington, DC, DC 20004

Mailing Address:

Environmental Protection Agency
Attn: Keith Stewart
Mail Code 3805R
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.9 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

L.10 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.11 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.
(b) Contract number.
(c) Contract title.
(d) Contract type.
(e) Brief description of contract or subcontract and relevance to this requirement.
(f) Total contract value.
(g) Period of performance.
(h) Contracting officer, telephone number, and E-mail address (if available).
(i) Program manager/project officer, telephone number, and E-mail address (if available).
(j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
(k) List of subcontractors (if applicable).
(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will

make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for

products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the Wendy Rizzo (rizzo.wendy@epa.gov). EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business Set-Aside -- Partial

Percent of the set-aside: Partial

(b) 8(a) Program: Not Applicable

L.14 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.15 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business

Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

L.16 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (AUG 2004) DEVIATION

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bids/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bids/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as

they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building (Room 61107), 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Address Instructions:

For US MAIL:

Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R

ATTN: Wendy Rizzo
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals:
Date Time

Solicitation Number:

Offeror's Name and Address:

For Other Than US MAIL

U.S. Environmental Protection Agency
Office of Acquisition Management
BID and PROPOSAL ROOM, Mail Code 3802R
ATTN: Wendy Rizzo
Ronald Reagan Building, 6th Floor, Room 61107
1300 Pennsylvania, Avenue, N.W.
Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals:
Date Time

Solicitation Number:

Offeror's Name and Address:

L.17 CONFLICT OF INTEREST PLAN (LOCAL LC-09-04) (DEC 2001) DEVIATION

As part of the initial offer, offerors should submit an Organizational Conflict of Interest (COI) Plan which outlines the procedures in place to identify and report conflicts of interest, whether actual or potential, throughout the period of contract performance. The plan shall address step by step the checks and balances in place to detect potential or actual conflict of interests, organizationally and with personnel, that could result from activities covered by the Statement of Work. The COI plan shall be incorporated into any resulting contract.

The COI plan shall be evaluated in accordance with the provision in Section M entitled, "EVALUATION OF CONFLICT OF INTEREST PLAN".

The Agency's minimum standards for Organizational Conflict of Interest Plans is located in ATTACHMENT 22.

L.18 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN (LOCAL LC-46-22) (FEB 2003) DEVIATION

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the elements described in Chapter 3 of the document entitled "EPA Requirements for the Quality Management Plan" (also known as "R-2"). A copy of this document is

provided in Attachment 21 of this solicitation.

In addition to submitting the QMP, each offeror must complete "Checklist for Reviewing EPA Quality Management Plans". This checklist ensures that each element described in R-2 is addressed in the offeror's QMP. The checklist is provided in Attachment 21 of this solicitation.

L.19 INSTRUCTIONS FOR THE PREPARATION OF THE DEMONSTRATION OF OFFEROR'S CAPABILITY STATEMENT

TECHNICAL CAPABILITY

The Contractor shall have the following technical and management capabilities. Note: For those technical functions which require a minimum educational degree and experience, an advanced degree in chemistry or any scientific/engineering discipline, (e.g., Master's or Doctorate) does not substitute for the minimum experience requirements.

The resume shall include position description of titles, education (pertinent to this contract), number of years of experience (pertinent to this contract) month and year hired, previous experience and publications. The resume shall be formatted to facilitate review of education and experience pertinent to the requirements stipulated below.

A. Technical Supervisory Personnel/Key Personnel

1. **Inorganics Laboratory Supervisor**

a. Responsible for all technical efforts of the Inorganics Laboratory to meet all terms and conditions of the EPA contract.

b. Qualifications

(1) Education:

Minimum of Bachelor's degree in chemistry or any scientific/engineering discipline.

(2) Experience:

Minimum of three years of laboratory experience, including at least one year in a supervisory position.

2. **Quality Assurance Officer**

a. Responsible for overseeing the quality assurance aspects of the data and reporting directly to upper management to meet all terms and conditions of the EPA contract.

b. Qualifications:

(1) Education:

Minimum of Bachelor's degree in chemistry or any

scientific/engineering discipline.

(2) Experience:

Minimum of three years of laboratory experience, including at least one year of applied experience with QA principles and practices in an analytical laboratory.

3. **Systems Manager**

a. Responsible for the management and quality control of all computing systems (hardware, software, documentation and procedures), generating, updating, and performing quality control reviews of automated deliverables to meet all terms and conditions of the EPA contract.

b. Qualifications:

(1) Education:

Minimum of Bachelor's degree with four or more intermediate courses in programming, information management, database management systems, or systems requirements analysis.

(2) Experience:

Minimum of three years experience in data or systems management or programming including one year experience with the software being utilized for data management and generation of deliverables.

4. **Programmer Analyst**

a. Responsible for the installation, operation and maintenance of software and programs, generating, updating and performing quality control reviews of analytical databases and automated deliverables to meet all terms and conditions of the EPA contract.

b. Qualifications:

(1) Education:

Minimum of Bachelor's degree with four or more intermediate courses in programming, information management, information systems, or systems requirements analysis.

(2) Experience:

Minimum of two years experience in systems or applications programming including one year of experience with the software being utilized for data management and generation of deliverables.

B. Technical Staff

1. **ICP Spectroscopist Qualifications**

a. Education:

Minimum of Bachelor's degree in chemistry or any scientific/engineering discipline.
Specialized training in ICP Spectroscopy.

b. Experience:

Minimum of two years of applied experience with ICP analysis of environmental samples.

2. **ICP Operator Qualifications**

Minimum of Bachelor's degree in chemistry or any scientific/engineering discipline with one year of experience in operating and maintaining ICP instrumentation, or in lieu of the educational requirement, three additional years of experience in operating and maintaining ICP instrumentation.

3. **Inorganic Sample Preparation Specialist Qualifications**

a. Education:

Minimum of high school diploma and a college Level course in general chemistry or equivalent.

b. Experience:

Minimum of 1 year of experience in sample preparation in an analytical laboratory.

c. Experience (Required if microwave digestion is used):

Minimum of six months experience in an analytical laboratory and six months experience in sample dissolution using microwave digestion techniques.

4. **Classical Techniques Analyst Qualifications**

a. Education:

Minimum of Bachelor's degree in chemistry or any scientific/engineering discipline.

b. Experience:

Minimum of 1 year of experience with classical chemistry laboratory procedures (e.g. cold vapor, etc.), in conjunction with the educational qualifications; or, in lieu of educational requirement, two years of additional equivalent experience.

5. **Technical Staff Redundancy**

In order to ensure continuous operations to accomplish the required work as specified by the EPA contract, the bidder shall have a minimum of one (1) chemist available at all times as a back-up technical person with the following qualifications.

a. Education:

Minimum of Bachelor's degree in chemistry or any scientific/engineering discipline.

b. Experience:

Minimum of one year of experience in each of the following areas -

- o ICP operation and maintenance
- o Classical chemistry analytical procedures (i.e., cold vapor, etc.)
- o Sample preparation for inorganics analysis

C. Facilities

The adequacy of the facilities and equipment is of equal importance for the technical staff to accomplish the required work as specified by the EPA contract.

1. **Sample Receipt Area**

Adequate, contamination-free, well-ventilated work space provided with chemical resistant bench top for receipt and safe handling of EPA samples.

2. **Storage Area**

Sufficient refrigerator space to maintain unused EPA sample volume for 60 days after data submission. Soil samples must be stored in a refrigerator at 4oC (±2oC). Samples and standards must be stored separately to prevent cross-contamination.

3. **Sample Preparation Area**

Adequate, contamination-free, well-ventilated work space provided with:

a. Benches with chemical resistant tops.
b. Exhaust hoods. Note: Standards must be prepared in a glove box or isolated area.
c. Source of distilled or demineralized organic-free water.
d. Analytical balance(s) located away from draft and rapid change in temperature.

D. Instrumentation

At a minimum, the Contractor shall have the following instruments operative at the time of the Preaward Site Evaluation and committed for the full duration of the contract.

1. Primary Instrument Requirements for up to 800 Units/Month Capacity

Requirements

TABLE 1

There are no Secondary Instrument Requirements for up to 200 Samples/Month Capacity.

2. **801 up to 1,600 Units/Month Capacity Requirements**

TABLE 2

Fraction	No. of Instrument(s)	Type of Instrument
ICP-AES	1	ICP Emission Spectrometer
ICP-MS	1	ICP Mass Spectrometer
Mercury	2	Mercury Cold Vapor AA Analyzer or AA instrument modified for Cold Vapor Analysis
Cyanide	12 distillation units + 1 photometer	See Cyanide Methods, Statement of Work Exhibit D

3. Instrument Specifications

Further information on instrument specifications and required ancillary equipment may be found in the Statement of Work.

E. Data Management and Handling

The Contractor shall have the necessary hardware and software to generate and deliver the hardcopy and electronic deliverables as outlined in SOW Exhibits B and H.

LABORATORY MANAGEMENT CAPABILITY

The Contractor must have an organization with well-defined responsibilities for each individual in the management system to ensure sufficient resources for EPA contract(s) and to maintain a successful operation. To establish this capability, the Contractor shall designate personnel to carry out the

Fraction	No. of Instrument(s)	Type of Instrument
ICP-AES	2	ICP Emission Spectrometer
ICP-MS	2	ICP Mass Spectrometer
	2	Mercury Cold Vapor AA Analyzer or AA instrument modified for Cold Vapor Analysis
Cyanide	18 distillation units + 1 photometer	See Cyanide Methods, Statement of Work Exhibit D, Section IV, Part E

following responsibilities for the EPA contract. Functions include, but are not limited to, the following:

A. Technical Staff

Responsible for all technical efforts for the EPA contract.

B. Project Manager

Responsible for overall aspects of EPA contract(s) (from sample receipt through data delivery) and shall serve as the primary contact for EPA Headquarters Administrative Project Officer and Regional Technical Project Officers.

C. Sample Custodian

Responsible for receiving the EPA samples (logging, handling and storage).

D. Quality Assurance Officer

Responsible for overseeing the quality assurance aspects of the data and reporting directly to upper management.

E. Document Control Officer

Responsible for all aspects of data deliverables: organization, packaging, copying, and delivery. Responsible for ensuring that all documents generated are placed in the complete SDG file for inventory and are delivered to the appropriate EPA Regional personnel or other receiver.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS FOR AVOIDING OR MITIGATING AN EXISTING SIGNIFICANT POTENTIAL FOR CONFLICT OF INTEREST

The solicitation will require the offeror to identify any financial interests in or business relationships with the Sample Management Office (SMO) contractor, the Quality Assurance Technical Services (QATS) contractor or and Environmental Services Assistance Team (ESAT) contractor. If the EPA determines that financial interest or a business relationship with such a contractor creates an actual or significant potential conflict of interest that cannot reasonably be avoided, neutralized,or mitigated, the offeror will be ineligible for award. Furthermore, an offeror that currently has a SMO, QATS, or ESAT contract at the time of contract award will be ineligible for CLP contract award.

M.2 PROHIBITION OF CONTRACTOR AWARD

An offeror that owns or operates the SMO, ESAT, or QATS contract at the time of contract award is ineligible. Offerors having a significant financial relationship with a SMO, ESAT, or QATS contract which cannot be avoided, mitigated, or neutralized are also prohibited from contract award.

M.3 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.4 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

(1) The Government will perform either cost analysis or price analysis of the offeror’s cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror’s demonstrating that the proposed cost or price provides an adequate reflection of the offeror’s understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.5 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE III (AUG 1999)

(a) The Government will make award to the offeror with the lowest-evaluated cost or price, whose proposal meets or exceeds the acceptability standards for non-cost factors.

(b) Evaluation Price Schedule:

The Government will evaluate the offeror's price proposal using a table of evaluation factors that has been developed which combines historical data and estimated projections of sample quantities to be analyzed over the next twenty seven (27) months. The unit price proposed for each Contract Line Item Number (CLIN) in the series 0001- 0004 will be multiplied by each of the factors indicated in the table. Each CLIN in the series 0005 through 0006 will likewise be multiplied by the combined percentages indicated in the table (bottom left hand side). This mathematical formula will be used for all CLINs for all periods 0001 through 0034 and the totals of all calculations will be added together for a total evaluated price for the entire proposal.

In no way whatsoever, should these weighting factors be considered the Government's estimate of samples to be ordered under these resulting contracts. These factors are to be used for evaluation purposes only.

Table of Price Evaluation Factors

CLIN	units	21 day	14 day	7 day	21 day + 48 hour	14 day + 48 hour	7 day + 48 hour
CLIN 1	150						
1A	79	54	12	13	NA	NA	NA
1B	8	4	3	1	NA	NA	NA
1C	63	47	12	4	NA	NA	NA
CLIN 2	150						
2A	75	38	22	15	NA	NA	NA
2B	60	44	8	8	NA	NA	NA
2C	15	9	3	3	NA	NA	NA
CLIN 3	150						
3	150	90	45	15	NA	NA	NA
CLIN 4	150						
4	150	100	30	20	NA	NA	NA

The following table is an example that implements the price evaluation factors delineated above:

Example prices	21 day unit price	21 day	14 day	7 day	21 day + 48 hour	14 day + 48 hour	7 day + 48 hour	Totals
CLIN 1								
1A	$50	$2700	$660	$780	NA	NA	NA	$4140
1B	$45	$180	$148.50	$54	NA	NA	NA	$382.5
1C	$40	$1880	$528	$192	NA	NA	NA	$2600
CLIN 2								
2A	$100	$3800	$2420	$1800	NA	NA	NA	$8020
2B	$100	$4400	$880	$960	NA	NA	NA	$6240
2C	$50	$450	$165	$180	NA	NA	NA	$795
CLIN 3								
3	$150	$13500	$7425	$2700	NA	NA	NA	$23625
CLIN 4								
4	$175	$17500	$5775	$4550	NA	NA	NA	$27658

TOTAL $73452.50

CLIN	%
0005 (14 DAY PREMIUM	10
0006 (7 DAY PREMIUM	20

Formula is derived as follows: Price Evaluation Factor * (Unit Price + (Unit Price * Sum of applicable premium percentages))

(C)Evaluation Criteria:

The services required by this acquisition will be procured through a Request for Proposal (RFP). Proposals will be evaluated based on the information presented in the written proposals. Such information will demonstrate to the evaluators the offeror's qualifications in regard to the evaluation criteria as set forth below. The following criteria are evaluation factors and significant subfactors to determine the quality of product or service:

Factor	Criteria
1- Past Performance	Pass/Fail
2- Pre-Award Performance Evaluation Sample	Pass/Fail
3- Contract Compliance Screening Audit	Pass/Fail
4- Quality Management Plan	Pass/Fail

5- Pre-Award Onsite Laboratory Audit Pass/Fail

The proposal instructions in Section L clause entitled “Instructions to Offerors,” and the Section L clause entitled “Special Instructions to Offerors” are hereby incorporated into these evaluation criteria.

1. Past Performance (Pass/Fail)

The offeror’s past performance evaluation will be based on the information presented in its proposal, on information obtained from the offeror’s supplied references, on information obtained through the National Institutes of Health (NIH) Contractor Performance System (CPS)(if applicable), and on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in the follow areas, which are all of equal importance:

1)Quality of services/supplies
2)Timeliness of performance
3)Effectiveness of management
4)Initiative in meeting requirements
5)Response to Technical Direction
6)Responsiveness to performance problems
7)Compliance with cost/price estimate
8)Customer satisfaction
9)Overall performance

Offerors with no past performance history, whose past performance history is not relevant, or for whom past performance data is not available, will not be evaluated favorably or unfavorably on past performance. Note: If an offeror does not submit past performance information as required, and EPA becomes aware that the offeror has past performance history, the offeror may be deemed ineligible for award.

2. Pre-Award Performance Evaluation Sample (Pass/Fail)

The Pre-Award Performance Evaluation Sample (PA-PES) analysis is designed to test a offeror’s ability to detect inorganic target analytes of interest within established detection limits. The PA-PES analysis will be conducted and results scored in accordance with Attachment 17, Pre-Award Performance Evaluation Instructions to this RFP. Offerors must score at least 80% of available points on this analysis in order to receive a rating of “Pass”; a rating of “Fail” will result in an unacceptable proposal.

3. Contract Compliance Screening Audit (Pass/Fail)

The Contract Compliance Screening Audit (CCS) is designed to test an offeror’s ability to meet the stringent Quality Control/Quality Assurance requirements necessary to support the Agency’s mission. It demonstrates an offeror’s ability to deliver data in the specified electronic data deliverable format. The CCS will be performed in accordance with Attachment 18 of this RFP. Offerors must score at least 85% of available points on this evaluation in order to receive a rating of “Pass”; a rating of “Fail” will result in an unacceptable proposal.

4. Quality Management Plan (Pass/Fail)

The Quality Management Plan (QMP) is designed to determine an offeror's ability to implement a QA program which is consistent Agencies QA Specifications. Offeror will be evaluated on the elements in EPA Requirements for Quality Management Plans EPA QA/R-2 (Attachment 21). Offerors who fail to address **all** elements of the EPA QA/R-2 standard will receive a rating of "Fail" which will result in an unacceptable proposal.

5. Pre-Award Onsite Laboratory Audit (Pass/Fail)

The Pre-Award Onsite Laboratory Audit is designed to evaluate the offeror's ability to comply with SOP requirements of Exhibit F of the ILM05.4 Statement of Work.

6. Demonstration of Offeror's Capability (Pass/Fail)

The Demonstration of Offeror's Capability is designed to evaluate the offeror's ability to provide quality data prepared by qualified staff. Offerors will receive a "Pass" score if they satisfactorily comply with the minimum guidelines provided in Part L.

ATTACHMENT 1

SOW EXHIBIT A – SUMMARY OF REQUIREMENTS

SOW Exhibit A – Summary of Requirements is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 2

SOW EXHIBIT B – REPORTING AND DELIVERABLES REQUIREMENTS

SOW Exhibit B - Reporting and Deliverables Requirements is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 3

SOW EXHIBIT B - INORGANIC FORMS

SOW Exhibit B - Inorganic Forms is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 4

SOW EXHIBIT B – DC1-2-FORMS

SOW Exhibit B - DC1-2-Forms is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 5

SOW EXHIBIT C – INORGANIC TARGET ANALYTE LIST WITH CONTRACT REQUIRED QUANTITATION LIMITS

SOW Exhibit C - Inorganic Target Analyte List with Contract Required Quantitation Limits is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 6

SOW EXHIBIT D – INTRODUCTION TO ANALYTICAL METHODS

SOW Exhibit D - Introduction to Analytical Methods is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 7

SOW EXHIBIT D – PART A – ANALYTICAL METHODS FOR INDUCTIVELY COUPLED PLASMA – ATOMIC EMISSION SPECTROSCOPY

SOW Exhibit D - Part A - Analytical Methods for Inductively Coupled Plasma - Atomic Emission Spectroscopy is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 8

SOW EXHIBIT D – PART B – ANALYTICAL METHODS FOR INDUCTIVELY COUPLED PLASMA – MASS SPECTROMETRY

SOW Exhibit D - Part B - Analytical Methods for Inductively Coupled Plasma - Mass Spectrometry is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 9

SOW EXHIBIT D – PART C – ANALYTICAL METHODS FOR COLD VAPORS MERCURY ANALYSIS

SOW Exhibit D - Part C - Analytical Methods for Cold Vapors Mercury Analysis is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 10

SOW EXHIBIT D – PART D – METHODS FOR TOTAL CYANIDE ANALYSIS

SOW Exhibit D - Part D - Methods for Total Cyanide Analysis is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 11

SOW EXHIBIT E – CONTRACT LABORATORY PROGRAM QUALITY ASSURANCE MONITORING PLAN

SOW Exhibit E - Contract Laboratory Program Quality Assurance Monitoring Plan is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 12

SOW EXHIBIT F – CHAIN OF CUSTODY, DOCUMENT CONTROL AND WRITTEN STANDARD OPERATING PROCEDURES

SOW Exhibit F - Chain of Custody, Document Control and Written Standard Operating Procedures is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 13

SOW EXHIBIT G – GLOSSARY OF TERMS

SOW Exhibit G - Glossary of Terms is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 14

SOW EXHIBIT H – DATA DICTIONARY AND FORMAT FOR DATA DELIVERABLES IN COMPUTER READABLE FORMAT

SOW Exhibit H - Data Dictionary and Format for Data Deliverables in Computer Readable Format is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 15

SOW APPENDIX A – FORMAT OF RECORDS FOR SPECIFIC USES

SOW Appendix A - Format of Records for Specific Uses is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 16

SOW APPENDIX B – MODIFIED ANALYSIS

SOW Appendix B - Modified Analysis is located on the internet at http://www.epa.gov/superfund/programs/clp/ism1.htm#pdf, and is incorporated into the solicitation and any resultant contract by reference.

ATTACHMENT 17

PRE-AWARD PERFORMANCE EVALUATION - INSTRUCTIONS

Instructions for the
Contract Laboratory Program (CLP)
Multi-Media, Multi-Concentration Inorganic SOW (ISM01.0)
Pre-Award Performance Evaluation Samples (PA-PESs)

Note: The enclosed set of ISM01.0 PA-PESs is to be analyzed with the analytical protocols contained in the ISM01.0 Statement of Work (SOW) and according to the instructions provided herein. If any apparent conflict exists between these instructions and the SOW, contact the Contracting Officer (CO). These instructions apply only to ISM01.0 PA-PES samples. No exceptions to the protocol or substitutions, other than those described herein, are allowed without the written permission of the CO.

Application: For use with ISM01.0 SOW Pre-Award solicitation.

Caution: Read instructions carefully before opening bottles.

May contain dilute acidic or basic solutions or solids.

May contain cyanide or metals.

Material Safety Data Sheets available upon request to the CO.

(A) SHIPMENT DESCRIPTION

Each complete shipment consists of two boxes. All samples within each box are taped together and surrounded with packing material. Each box contains a Traffic Report and Chain-of-Custody Record (TR/COC) for the associated samples. The PA-PESs in each box are identified on the TR/COCs in the column labeled “Station Location Identifier”(i.e., “Box 1 of 2” or “Box 2 of 2”).

The two boxes are shipped under differing International Air Transport Association (IATA) shipping regulations, and one box may arrive before the other.

If inspection indicates that the shipment contains any broken, leaking, or missing items including broken seals on any bottle, report the problem within twenty-four (24) hours of receipt to Wendy Rizzo, USEPA, at (202) 564-6657. Requests for additional ISM01.0 PA-PESs made after the twenty-four (24) hour deadline will not be honored without written approval from the solicitation Contracting Officer (CO), Mr. Keith Stewart. All other inquiries must be directed to the solicitation CO, Mr. Keith Stewart at (202) 564-1286.

(B) SHIPMENT CONTENTS

Your ISM01.0 PA-PESs may be for either or both of two bid types: ICP-AES bids and/or ICP-MS bids. The PA-PESs for ICP-AES bids are listed in Table 1, and the PA-PESs for ICP-MS bids are listed in Table 2.

Immediately inspect the bottles upon arrival and verify that all materials are

intact and complete as itemized on the TR/COCs.

Table 1. PA-PESs for ICP-AES Bids				
Matrix	**Analytical Fraction**	**EPA Sample No.**	**4th Line on PA-PES Label**	**Number of Bottles**
Water	Metals (no mercury)	MXLMW3	CLP TAL Total Metals (No Hg)	1
Water	Mercury	MXLMW3	Mercury	1
Water	Cyanide	MXLMW3	Cyanide	1
Soil	Metals and Mercury	MXLMS3	CLP TAL Total Metals/Hg	1
Soil	Cyanide	MXLMS3	Cyanide	1

Table 2. PA-PESs for ICP-MS Bids				
Matrix	**Analytical Fraction**	**EPA Sample No.**	**4th Line on PA-PES Label**	**Number of Bottles**
Water	Metals (no mercury)	MXLMW4	CLP TAL Total Metals (No Hg)	1
Water	Mercury	MXLMW4	Mercury	1
Water	Cyanide	MXLMW4	Cyanide	1
Water	Metals (no mercury)	MXLMW5	CLP TAL Total Metals (No Hg)	1
Water	Mercury	MXLMW5	Mercury	1
Water	Cyanide	MXLMW5	Cyanide	1

None of the bottles are to be opened until just before sample preparation/ analysis. Samples do not require refrigeration upon receipt. If a PA-PES is refrigerated, allow it to reach ambient temperature before proceeding with preparation and analysis. The PA-PESs contain analytes that may be light sensitive and should be protected from light during storage.

(C) ANALYSIS REQUIREMENTS

Samples generated from these bottles are to be analyzed as described in the ISM01.0 SOW with instructions provided herein. All required matrix spikes, duplicates and serial dilutions for ICP-AES and ICP-MS shall be analyzed with the PA-PES, as stated in the ISM01.0 SOW. **Preparation method/code (HW2) shall be followed for the analysis of ICP-MS PES.**

The ISM01.0 PA-PESs **must** be analyzed by the offeror's laboratory, with the offeror's analytical equipment, by the offeror's personnel and within the facility where samples will be analyzed if the offeror is awarded a contract. Subcontracting or outsourcing of ISM01.0 is PROHIBITED and will result in disqualification.

Any modification made to the SOW analytical protocol by this instruction package applies to the enclosed ISM01.0 PA-PES set only. No exceptions to the protocol or substitutions, other than those described herein, are allowed without the written permission of the CO.

The offerors shall report their analytical results based on the **full volume** samples generated from these PA-PESs. Prepare the samples as directed in Table 3 below, then continue with the analysis as described in the Statement of Work.

(D) GENERATION OF SAMPLES FOR ANALYSIS

The instructions provided below are intended as an aid in preparing samples for analysis. If PA-PESs have been refrigerated, allow bottles to reach ambient temperature before opening. Table 3 lists a summary of the required sample preparations. Use pipettes to transfer volumetric aliquots of bottled solutions to laboratory reagent water. After any required sample dilution, continue with the analysis as described in the Statement of Work.

NOTE: Use high purity acids and laboratory reagent-grade water for all aqueous dilutions.

NOTE: Do not acidify the cyanide samples. Low pH will result in degradation of the sample and erroneous analytical results.

TABLE 3.
PA-PES Dilutions Required Before Sample Digestion and Analysis

Matrix	FRACTION	EPA Sample No.	4th Line on PA-PES Label	PA-PES Dilution Required	Volume of PA-PES to Dilute	Final Diluted PA-PES Volume
Water	Metals (no mercury)	MXLMW3 or MXLMW4 or MXLMW5	CLP TAL Total Metals (No Hg)	20x	5.0 mL	100 mL
Water	Mercury	MXLMW3 or MXLMW4 or MXLMW5	Mercury	100x	1.0 mL	100 mL
Water	Cyanide	MXLMW3 or MXLMW4 or MXLMW5	Cyanide	100x	5.0 mL, or 0.50 mL for MIDI	500 mL, or 50.0 mL for MIDI
Soil	Metals and Mercury *	MXLMS3	CLP TAL Total Metals/Hg	none	N/A	N/A
Soil	Cyanide	MXLMS3	Cyanide	none	N/A	N/A

* A single PA-PES (MXLMS3) is used for analysis of both metals and mercury in soil.

MIDI = cyanide preparation by MIDI distillation

WATER SAMPLE PREPARATION INSTRUCTIONS FOR EPA SAMPLE NO. MXLMW3 (ICP-AES BIDS), MXLMW4 (ICP-MS BIDS), AND MXLMW5 (ICP-MS BIDS)

Depending on your bid type(s), you may receive more than one PA-PES for water sample analysis. Each PA-PES is to be prepared separately.

> **NOTE: The PA-PESs labeled "CLP TAL Total Metals (No Hg)" do not contain mercury. Separate PA-PESs are provided for analysis of mercury in water. Ensure the correct PA-PESs are used when preparing samples.**

Water Sample Metals Analysis: Dilute the PA-PES concentrate labeled **CLP TAL Total Metals (No Hg)** 20-fold with 2% (v/v) nitric acid. Break the seal on the PA-PES bottle and pipet 5.0 mL of the PA-PES concentrate into a 100 mL volumetric flask. Dilute to volume with 2% (v/v) nitric acid. Mix thoroughly. The sample is now ready for sample preparation and analysis as described in the ISM01.0 SOW. Use the appropriate

sample aliquot size for your analytical protocol.

Water Sample Mercury Analysis: Dilute the PA-PES concentrate labeled **Mercury** 100-fold with 2% (v/v) nitric acid. Break the seal on the PA-PES bottle and pipet 1.0 mL of the PA-PES concentrate into a 100 mL volumetric flask. Dilute to volume with 2% (v/v) nitric acid. Mix thoroughly. The sample is now ready for sample digestion and analysis as described in the ISM01.0 SOW. Use the appropriate sample aliquot size for your analytical protocol.

Water Sample Cyanide Analysis: Dilute the **liquid** PA-PES concentrate labeled **Cyanide** 100-fold with 0.01 M sodium hydroxide. Break the seal on the PA-PES bottle and pipet 5.0 mL of the PA-PES concentrate into a 500 mL volumetric flask. For the MIDI procedure, use a 0.50 mL aliquot and a 50 mL volumetric flask. Dilute to volume with 0.01 M sodium hydroxide. Mix thoroughly. The sample is now ready for sample distillation and analysis as described in the ISM01.0 SOW. Use the appropriate sample aliquot size for your analytical protocol.

SOIL SAMPLE PREPARATION INSTRUCTIONS FOR EPA SAMPLE NO. MXLMS3 (ICP-AES BIDS)

NOTE: A single PA-PES (MXLMS3) is used for analysis of both metals and mercury in soil.

Soil Sample Metals Analysis: Mix the PA-PES labeled **CLP TAL Total Metals/Hg** by repeated inversions before removing the aliquot for analysis. Break the seal and open the PA-PES bottle carefully. The sample is now ready for sample preparation and analysis as described in the ISM01.0 SOW. Use the appropriate sample aliquot size for your analytical protocol.

Soil Sample Mercury Analysis: Mix the PA-PES labeled **CLP TAL Total Metals/HG** by repeated inversions before removing the aliquot for analysis. Break the seal and open the PA-PES bottle carefully. The sample is now ready for sample digestion and analysis as described in the ISM01.0 SOW. Use the appropriate sample aliquot size for your analytical protocol.

Soil Sample Cyanide Analysis: Mix the **solid** PA-PES labeled **Cyanide** by repeated inversions before removing the aliquot for analysis. Break the seal and open the PA-PES bottle carefully. The sample is now ready for sample distillation and analysis as described in the ISM01.0 SOW. Use the appropriate sample aliquot size for your analytical protocol.

(E) REPORTING

The EPA Sample Numbers and the Case Number are provided on the Traffic Report and Chain-of-Custody Record. The SDG Number must be supplied by the laboratory. These numbers (EPA Sample No., Case No., and SDG No.) must appear on all of the raw data and reporting forms wherever they are required. The following information is not required to be recorded on the forms: Lab Code, Contract No., SAS No., and Client No. These items are not applicable to the ISM01.0 PA-PESs.

The Agency will not return the offeror's original data package. We recommend

that the offeror retain a copy for their files.

The offeror **must** submit one hard copy of the Complete Pre-Award Performance Evaluation Sample Data Package to be received by Shaw Environmental, Inc. **within 14 calendar days of VTSR**. The offeror also **must** submit one hard copy of the Complete Pre-Award Performance Evaluation Sample Data Package **plus** one diskette deliverable to be received by Computer Sciences Corporation **within 14 calendar days of VTSR**.

One hard copy of the Complete Pre-Award Performance Evaluation Sample Data Package will be sent to the following address for PA-PES scoring:

Attn: Mr. David Brooks
(Pre-Award ISM01.0)
Materials Document Control Officer
Shaw Environmental Inc.
2700 Chandler Ave. Bldg. C
Las Vegas, NV 89120-4038

A second hard copy of the Complete Pre-Award Performance Evaluation Sample Data Package plus the diskette deliverable will be sent to the following address for scoring under Pre-Award Contract Compliance Screening:

Attn: Nazy Abousaeedi
(Pre-Award ISM01.0)
Computer Sciences Corporation
15000 Conference Center Dr.
Chantilly, VA 20151-3808

Pre-Award Performance Evaluation Samples (PA-PES) Data Scoring

The Pre-Award Performance Evaluation includes the analysis of one set of Performance Evaluation Samples supplied to the laboratory by the USEPA. Each bid type is evaluated separately. The two bid types are [1] Metals by ICP-AES plus Mercury and Cyanide, and [2] Metals by ICP-MS plus Mercury and Cyanide.

PA-PES Scoring Algorithm deducts points from 100.0.
Minimum passing score for each bid type = 85.0.

The Prediction Interval (PI) for each analyte will be statistically calculated using the Biweight Method using only the bidders' analytical data. The PI action limits will be set using the 95% confidence window with the following two conditions:

If an analyte is identified by less than 40% of the bidder laboratories, then upper action limit for the analyte is set to "<CRQL".

If an analyte is identified by 40% to 60% of the bidder laboratories, then the analyte is not used (NU) in the PA-PES scoring.

The Government reserves the right to change the statistical calculation method of any PI or to not utilize a PI (i.e., drop an analyte from scoring) due to unexpected complications with the PA-PES data set. The bidder's analytical PA-PES results will be evaluated and scored using the following scoring algorithm, applied independently for each bid type ([1] Metals by ICP-AES plus Mercury and Cyanide, and [2] Metals by ICP-MS plus Mercury and Cyanide):

$$\text{PA-PES Score} = 100 - \left[\frac{\sum_{k=1}^{n} (10A_k + B_k + 4C_k)}{n} \right] - 0.5S - D$$

where

A_k = Number of false negative analyte identifications for the k-th matrix.

B_k = $\left[1 - \left(\frac{T_k - \{A_k + E_k\}}{T_k} \right)^{1.5} \right] \times 100$ for the k-th matrix.

C_k = Number of false positive analyte identifications for the k-th matrix.

D = Total number of analytes with duplicates outside the ISM01.0 RPD criteria.

E_k = Number of analytes quantitated outside the action limits for the k-th matrix.

n = Number of matrices (water and/or soil) analyzed.

S = Total number of analytes with matrix spikes outside the ISM01.0 recovery criteria.

T_k = Total number of analytes with numeric prediction intervals set for the k-th matrix.

ATTACHMENT 18

INORGANIC PRE-AWARD CONTRACT COMPLIANCE SCORING

INORGANIC ISM01.0 (ICP-AES metals, mercury, and cyanide) PRE-AWARD CONTRACT COMPLIANCE SCREENING

Lab Name: _____ **Reviewer(s):** _____

Lab Address: _____

SUMMARY OF DATA REVIEW

Points for Diskette Structural Review (Part I)[1] _____PTS

Points for Data Completeness Review (PART II) [2]
_____PTS

Points for Data Compliance Review (PART III) [2]
_____PTS

Total Points
_____**PTS**
(Part I + Part II + Part III)

Final Score
(Final Points ÷ 900) × 100
_____**%**

Note 1: **If the diskette is not submitted, the submitted diskette is blank, is not in the specified format, or does not meet all the major requirements identified in Part IA, the laboratory will have five business days (excluding Saturday, Sunday, and government holidays) from the time of notification to submit a corrected diskette. Corrections must be submitted by 5:00 PM Eastern Standard Time on the fifth business day. There are no points associated with Part IA; however, failure to comply with any of the major requirements will result in automatic disqualification of the laboratory for the CCS requirements.**

Note 2: **In order for a laboratory to successfully complete the Inorganic (ICP-AES metals, mercury and cyanide) Pre-award Contract Compliance Screening (CCS), a minimum of 357 points is required for Part II and III. Failure to obtain the required minimum points for either part will result in automatic disqualification of the laboratory for the CCS requirements and a Final Score of zero.**

Note 2: **In order for a laboratory to successfully complete the Inorganic (ICP-AES metals, mercury and cyanide) Pre-award Contract Compliance Screening (CCS), a minimum Final Score of 85% is required.**

Part I

Diskette Structural Review Total Possible Points = 60

The electronic diskette deliverable will be processed to determine if the data meet the following seven major and four minor requirements. Failure to comply with any one of the major requirements listed below within the allotted time (see Note 1), will automatically result in a disqualification on the CCS requirement and will result in a Final Score of zero. In addition, if a diskette is not submitted, is blank, or is not in a format that is specified in Exhibits H and B of the ISM01.0 SOW, it will automatically result in a Final Score of zero.

A.	Major Requirements	Requirement Met?
1.	A valid method number must be present in the Method Number field on every Record Type 10.	YES___ NO___
2.	The QC Code must correctly identify the standard, sample, or blank as indicated in Exhibit H of the SOW.	YES___ NO___
3.	A valid date and time of analysis must be present in the analysis date and time fields on Record Type 20.	YES___ NO___
4.	The first record in the file must be a Record Type 10.	YES___ NO___
5.	The diskette deliverable must include only valid record types.	YES___ NO___
6.	The record type sequence must conform to the specifications defined in Exhibit H of the SOW.	YES___ NO___
7.	Every record type must contain the correct number of delimiters, as specified in Exhibit H of the SOW.	YES___ NO___

All Major Requirements Met **YES____NO___**

B.	Minor Requirements	Possible Points = 60
1.	The instrument ID must be present on every Record Type 10. (5 points for each missing Instrument ID up to a maximum of 20 points)	_____ PTS
2.	The Matrix field must contain a valid matrix identifier. (1 point for each incorrect matrix up to a maximum of 10 points)	_____ PTS
3.	All standards, samples, and blanks must have an occurrence of the appropriate CAS numbers in a Record Type 30 under them. (1 point for each missing CAS number up to a maximum of 20 points)	_____ PTS
4.	The Result Qualifier must contain one of the valid qualifiers listed in Exhibit H of the SOW or be empty. (1 point for each incorrect result qualifier up to a maximum of 10 points)	_____ PTS

Total Points Deducted _____ **PTS**

Total Points for Diskette Structural Review (Part IB) _____ **PTS**
(60 - Total Points Deducted)

PART II

DATA COMPLETENESS REVIEW

The hard copy data package will be reviewed for completeness in accordance with the following criteria. The maximum points possible for completeness is 420.

1. Inorganic Analysis Data Sheet (Form I-IN) -_____PTS
   (20 points deducted for each missing form and 4 points deducted for each missing data item on each form up to a maximum of 20 points per form. A maximum of 40 points can be deducted for this criterion)

2. Initial and Continuing Calibration Verification (Form IIA-IN) -_____PTS
   (10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

3. CRQL Check Standard (Form IIB-IN) -_____PTS
   (10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

4. Blanks (Form III-IN) -_____PTS
   (10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

5. ICP-AES Interference Check Sample (Form IVA-IN) -_____PTS
   (10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

6. Matrix Spike Sample Recovery (Form VA-IN) -_____PTS
   (10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

7. Post-Digestion Spike Sample Recovery (Form VB-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

8. Duplicates (Form VI-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

9. Laboratory Control Sample (Form VII-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

10. ICP-AES Serial Dilutions (Form VIII-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

11. Method Detection Limits (Annually) (Form IX-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

12. ICP-AES Interelement Correction Factors (Quarterly) (Forms XA, XB-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

13. ICP-AES Linear Ranges (Quarterly) (Form XI-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

14. Preparation Log (Form XII-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

15. Analysis Run Log (Form XIII-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

16. Raw Data* -_____PTS
(5 points deducted for each missing analysis for calibration standards, analytical and QC samples up to a maximum of 30 points)
(2 points deducted for each mislabeled analytical and QC sample up to a maximum of 20 points)
(2 points deducted for each sample with results corrected for dilutions up to a maximum of 10 points)
(2 points deducted for each missing analysis date and time up to a maximum of 10 points)
(4 points deducted for each missing preparation log up to a maximum of 20 points)
(2 points deducted for each item of missing information on preparation logs up to a maximum of 10 points)

*** Only a maximum of 100 total points can be deducted for Raw Data completeness review.**

Total Points Deducted for Data Completeness Review _____**PTS**

Points for Data Completeness Review _____**PTS**
(420 - Total Points Deducted)

PART III

DATA COMPLIANCE REVIEW

The hard copy data package will be reviewed for technical compliance in accordance with the following criteria. The maximum points possible for compliance is 420.

- **FIELD SAMPLES** -_____PTS

_____ points deducted for sample not prepared according to SOW specifications.
(2 points deducted per occurrence up to a maximum of 10 points)

_____ points deducted for result less than MDL not reported at CRQL.
(1 point deducted per occurrence up to a maximum of 5 points)

_____ points deducted for result greater than or equal to MDL but less than CRQL not associated with "J" Concentration Qualifier.
(1 point deducted per occurrence up to a maximum of 5 points)

_____ points deducted for result reported from a dilution not associated with a "D" Qualifier.
(1 point deducted per occurrence up to a maximum of 5 points)

- **QC STANDARDS (MIDRANGE, ICV, ICB, CCV, CCB, CRI, ICSA, ICSAB)** -_____PTS

_____ points deducted for cyanide ICV/midrange standard not prepared at SOW-specified frequency.
(2 points deducted per QC standard/batch up to a maximum of 8 points)

_____ points deducted for cyanide ICV/midrange standard not prepared according to SOW specifications.
(2 points deducted per QC standard/preparation method up to a maximum of 8 points)

_____ points deducted for cyanide distilled ICV not analyzed with appropriate sample batch.
(2 points deducted per run up to a maximum of 4 points)

_____ points deducted for QC standard analysis not performed at SOW-specified frequency.
(2 points deducted per occurrence up to a maximum of 16 points)

_____ points deducted for QC standard analysis not performed in SOW-specified sequence.
(2 points deducted per occurrence up to a maximum of 8 points)

_____ points deducted for incorrect ICV/CCV/CRI/ICSA/ICSAB %R.
(1 point deducted per occurrence up to a maximum of 6 points)

_____ points deducted for SOW-specified corrective action not taken for failed analysis.
(10 points deducted per occurrence up to a maximum of 50 points)

- **PREPARATION BLANKS** -_____PTS

_____ points deducted for Preparation Blank not prepared at SOW-specified frequency.
(4 points deducted per sample batch up to a maximum of 20 points)

_____ points deducted for Preparation Blank not prepared according to SOW specifications.
(4 points deducted per occurrence up to a maximum of 20 points)

_____ points deducted for SOW-specified corrective action not taken for failed analysis.
(10 points deducted per occurrence up to a maximum of 20 points)

_____ points deducted for Preparation Blank result with absolute value less than MDL not reported at CRQL.
(1 point deducted per occurrence up to a maximum of 5 points)

- **QC SAMPLES (SPIKES, DUPLICATE, LABORATORY CONTROL SAMPLE, ICP-AES SERIAL DILUTION)** -_____PTS

_____ points deducted for spike/duplicate/LCS not prepared at SOW-specified frequency.
(5 points deducted per occurrence up to a maximum of 35 points)

_____ points deducted for spike/duplicate/LCS/serial dilution not prepared according to SOW specifications.
(5 points deducted per occurrence up to a maximum of 35 points)

_____ points deducted for incorrect matrix spike/LCS %R, duplicate RPD, and serial dilution %D.
(1 point deducted per occurrence up to a maximum of 8 points)

_____ points deducted for SOW-specified corrective action not taken for failed analysis.
(4 points deducted per occurrence up to a maximum of 32 points)

5. METHOD DETECTION LIMITS (MDLs) -_____PTS

_____ points deducted for MDL not determined at SOW-specified frequency.
(2 points deducted per occurrence up to a maximum of 10 points)

_____ points deducted for MDL greater than or equal to ½ CRQL.
(2 points deducted per occurrence up to a maximum of 10 points)

6. ICP-AES INTERELEMENT CORRECTION FACTORS -_____PTS

_____ points deducted for ICP-AES interelement correction factors not determined for Al, Ca, Fe, Mg.
(2 points deducted per occurrence up to a maximum of 10 points)

_____ points deducted for ICP-AES interelement correction factors not determined at SOW-specified frequency.
(2 points deducted per occurrence up to a maximum of 10 points)

7. ICP-AES LINEAR RANGES -_____PTS

_____ points deducted for ICP-AES linear range not determined at SOW-specified frequency.
(2 points deducted per occurrence up to a maximum of 10 points)

8. INSTRUMENT CALIBRATION -_____PTS

_____ points deducted for calibration not performed at SOW-specified frequency.
(10 points deducted per run up to a maximum of 30 points)

_____ points deducted for calibration not performed with sufficient number of standards.
(5 points deducted per run up to a maximum of 15 points)

_____ points deducted for calibration not performed with standards at SOW-specified concentrations.
(5 points deducted per run up to a maximum of 15 points)

9. RAW DATA -_____PTS

_____ points deducted for ICP-AES analysis not performed with sufficient number of exposures.
(5 points deducted per run up to a maximum of 10 points)

Total Points Deducted for Data Compliance Review _____**PTS**

Points for Data Compliance Review _____**PTS**
(420 - Total Points Deducted)

INORGANIC ISM01.0 (ICP-MS metals, mercury, and cyanide) PRE-AWARD CONTRACT COMPLIANCE SCREENING

Lab Name: _____ **Reviewer(s):** _____

Lab Address: _____

SUMMARY OF DATA REVIEW

Points for Diskette Structural Review (Part I)[1]	_____PTS
Points for Data Completeness Review (PART II) [2]	_____PTS
Points for Data Compliance Review (PART III) [2]	_____PTS
Total Points (Part I + Part II + Part III)	_____**PTS**
Final Score [2] (Final Points /900) × 100	_____**%**

Note 1: **If the diskette is not submitted, the submitted diskette is blank, is not in the specified format, or does not meet all the major requirements identified in Part IA, the laboratory will have five business days (excluding Saturday, Sunday, and government holidays) from the time of notification to submit a corrected diskette. Corrections must be submitted by 5:00 PM Eastern Standard Time on the fifth business day. There are no points associated with Part IA; however, failure to comply with any of the major requirements will result in automatic disqualification of the laboratory for the CCS requirements.**

Note 2: **In order for a laboratory to successfully complete the Inorganic (ICP-MS metals, mercury, and cyanide) Pre-award Contract Compliance Screening (CCS), a minimum of 357 points is required for each part. Failure to obtain the required minimum points for either part will result in automatic disqualification of the laboratory for the CCS requirements and a Final Score of zero.**

Note 3: **In order for a laboratory to successfully complete the Inorganic (ICP-MS metals, mercury, and cyanide) Pre-award Contract Compliance Screening (CCS), a minimum Final Score of 85% is required.**

Part I

Diskette Structural Review Total Possible Points = 60

The electronic diskette deliverable will be processed to determine if the data meet the following seven major and four minor requirements. Failure to comply with any one of the major requirements listed below within the allotted time (see Note 1), will automatically result in a disqualification on the CCS requirement and will result in a Final Score of zero. In addition, if a diskette is not submitted, is blank, or is not in a format that is specified in Exhibits H and B of the ISM01.0 SOW, it will automatically result in a Final Score of zero.

A.	Major Requirements	Requirement Met?
1.	A valid method number must be present in the Method Number field on every Record Type 10.	YES___ NO___
2.	The QC Code must correctly identify the standard, sample, or blank as indicated in Exhibit H of the SOW.	YES___ NO___
3.	A valid date and time of analysis must be present in the analysis date and time fields on Record Type 20.	YES___ NO___
4.	The first record in the file must be a Record Type 10.	YES___ NO___
5.	The diskette deliverable must include only valid record types.	YES___ NO___
6.	The record type sequence must conform to the specifications defined in Exhibit H of the SOW.	YES___ NO___
7.	Every record type must contain the correct number of delimiters, as specified in Exhibit H of the SOW.	YES___ NO___

All Major Requirements Met **YES____NO___**

B.	Minor Requirements	Possible Points = 60
1.	The instrument ID must be present on every Record Type 10. (5 points for each missing Instrument ID up to a maximum of 20 points)	_____ PTS
2.	The Matrix field must contain a valid matrix identifier. (1 point for each incorrect matrix up to a maximum of 10 points)	_____ PTS
3.	All standards, samples, and blanks must have an occurrence of the appropriate CAS numbers in a Record Type 30 under them. (1 point for each missing CAS number up to a maximum of 20 points)	_____ PTS
4.	The Result Qualifier must contain one of the valid qualifiers listed in Exhibit H of the SOW or be empty. (1 point for each incorrect result qualifier up to a maximum of 10 points)	_____ PTS

Total Points Deducted _____**PTS**

Total Points for Diskette Structural Review (Part IB) _____**PTS**
(60 - Total Points Deducted)

PART II

DATA COMPLETENESS REVIEW

The hard copy data package will be reviewed for completeness in accordance with the following criteria. The maximum points possible for completeness is 420.

1. Inorganic Analysis Data Sheet (Form I-IN) -_____PTS
(20 points deducted for missing form and 4 points deducted for each missing data item on form up to a maximum of 20 points. A maximum of 20 points can be deducted for this criterion)

2. Initial and Continuing Calibration Verification (Form IIA-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

3. CRQL Check Standard (Form IIB-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

4. Blanks (Form III-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

5. ICP-MS Interference Check Sample (Form IVB-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

6. Matrix Spike Sample Recovery (Form VA-IN) -_____PTS
(10 points deducted for missing form and 2 points deducted for each missing data item on form up to a maximum of 10 points. A maximum of 10 points can be deducted for this criterion)

7. Post-Digestion Spike Sample Recovery (Form VB-IN) -_____PTS
(10 points deducted for missing form and 2 points deducted for each missing data item on form up to a maximum of 10 points. A maximum of 10 points can be deducted for this criterion)

8. Duplicates (Form VI-IN) -_____PTS
(10 points deducted for missing form and 2 points deducted for each missing data item on form up to a maximum of 10 points. A maximum of 10 points can be deducted for this criterion)

9. Laboratory Control Sample (Form VII-IN) -_____PTS
(10 points deducted for missing form and 2 points deducted for each missing data item on form up to a maximum of 10 points. A maximum of 10 points can be deducted for this criterion)

10. ICP-MS Serial Dilutions (Form VIII-IN) -_____PTS
(10 points deducted for missing form and 2 points deducted for each missing data item on form up to a maximum of 10 points. A maximum of 10 points can be deducted for this criterion)

11. Method Detection Limits (Annually) (Form IX-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 30 points can be deducted for this criterion)

12. ICP-MS Linear Ranges (Quarterly) (Form XI-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

13. Preparation Log (Form XII-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 30 points can be deducted for this criterion)

14. Analysis Run Log (Form XIII-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 30 points can be deducted for this criterion)

15. ICP-MS Tune (Form XIV-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

16. ICP-MS Internal Standards Relative Intensity Summary (Form XV-IN) -_____PTS
(10 points deducted for each missing form and 2 points deducted for each missing data item on each form up to a maximum of 10 points per form. A maximum of 20 points can be deducted for this criterion)

17. Raw Data* -_____PTS
(5 points deducted for each missing analysis for tune standards, calibration standards, analytical and QC samples up to a maximum of 30 points)
(2 points deducted for each mislabeled analytical and QC sample up to a maximum of 20 points)
(2 points deducted for each sample with results corrected for dilutions/volume adjustments up to a maximum of 10 points)
(4 points deducted for each sample with missing non-target interferent analyte result(s) up to a maximum of 20 points)
(2 points deducted for each missing analysis date and time up to a maximum of 10 points)
(5 points deducted for each missing preparation log up to a maximum of 20 points)
(2 points deducted for each item of missing information on preparation logs up to a maximum of 10 points)

*** Only a maximum of 120 total points can be deducted for Raw Data completeness review.**

Total Points Deducted for Data Completeness Review _____**PTS**

Points for Data Completeness Review _____**PTS**
(420 - Total Points Deducted)

PART III

DATA COMPLIANCE REVIEW

The hard copy data package will be reviewed for technical compliance in accordance with the following criteria. The maximum points possible for compliance is 420.

1. FIELD SAMPLES -_____PTS

_____ points deducted for sample not prepared according to SOW specifications.
(2 points deducted per occurrence up to a maximum of 10 points)

_____ points deducted for result less than MDL not reported at CRQL.
(1 point deducted per occurrence up to a maximum of 5 points)

_____ points deducted for result greater than or equal to MDL but less than CRQL not associated with "J" Concentration Qualifier.
(1 point deducted per occurrence up to a maximum of 5 points)

_____ points deducted for result reported from a dilution not associated with a "D" Qualifier.
(1 point deducted per occurrence up to a maximum of 5 points)

2. QC STANDARDS (MIDRANGE, ICV, ICB, CCV, CCB, CRI, ICSA, ICSAB) -_____PTS

_____ points deducted for cyanide ICV/midrange standard not prepared at SOW-specified frequency.
(2 points deducted per QC standard/batch up to a maximum of 8 points)

_____ points deducted for cyanide ICV/midrange standard not prepared according to SOW specifications.
(2 points deducted per QC standard/preparation method up to a maximum of 8 points)

_____ points deducted for cyanide distilled ICV not analyzed with appropriate sample batch.
(2 points deducted per run up to a maximum of 4 points)

_____ points deducted for QC standard analysis not performed at SOW-specified frequency.
(4 points deducted per occurrence up to a maximum of 24 points)

_____ points deducted for QC standard analysis not performed in SOW-specified sequence.
(2 points deducted per occurrence up to a maximum of 8 points)

_____ points deducted for incorrect ICV/CCV/CRI %R.
(1 point deducted per occurrence up to a maximum of 8 points)

_____ points deducted for SOW-specified corrective action not taken for failed analysis.
(10 points deducted per occurrence up to a maximum of 40 points)

3. PREPARATION BLANKS -_____PTS

_____ points deducted for Preparation Blank not prepared at SOW- specified frequency.
(10 points deducted per batch up to a maximum of 20 points)

_____ points deducted for Preparation Blank not prepared according to SOW specifications.
(5 points deducted per occurrence up to a maximum of 10 points)

_____ points deducted for SOW-specified corrective action not taken for failed analysis.
(5 points deducted per occurrence up to a maximum of 10 points)

_____ points deducted for Preparation Blank result with absolute value less than MDL not reported at CRQL.
(1 point deducted per occurrence up to a maximum of 5 points)

4. QC SAMPLES (SPIKES, DUPLICATE, LABORATORY CONTROL SAMPLE, SERIAL DILUTION) -_____PTS

____ points deducted for spike/duplicate/LCS not prepared at SOW-specified frequency.
(10 points deducted per occurrence up to a maximum of 30 points)

____ points deducted for spike/duplicate/LCS/serial dilution not prepared according to SOW specifications.
(10 points deducted per occurrence up to a maximum of 30 points)

____ points deducted for incorrect matrix spike/LCS %R, duplicate RPD, and serial dilution %D.
(1 point deducted per occurrence up to a maximum of 8 points)

____ points deducted for SOW-specified corrective action not taken for failed analysis.
(8 points deducted per occurrence up to a maximum of 32 points)

5. METHOD DETECTION LIMITS (MDLs) -_____PTS

____ points deducted for MDL not determined at SOW-specified frequency.
(2 points deducted per occurrence up to a maximum of 10 points)

____ points deducted for MDL greater than or equal to ½ CRQL.
(2 points deducted per occurrence up to a maximum of 10 points)

6. ICP-MS LINEAR RANGES -_____PTS

____ points deducted for ICP-MS linear range not determined at SOW-specified frequency.
(2 points deducted per occurrence up to a maximum of 10 points)

7. ICP-MS TUNES -_____PTS

____ points deducted for ICP-MS tune standards not prepared according to SOW specifications.
(10 points deducted per run up to a maximum of 10 points)

____ points deducted for ICP-MS tune analyses not performed at SOW-specified frequency.
(10 points deducted per run up to a maximum of 10 points)

____ points deducted for %RSD ≥5%.
(2 points deducted per occurrence up to a maximum of 10 points)

8. ICP-MS INTERNAL STANDARDS -_____PTS

____ points deducted for ICP-MS internal standards analysis not performed at SOW-specified frequency.
(2 points deducted per sample up to a maximum of 10 points)

____ points deducted for ICP-MS internal standards analysis not performed according to SOW specifications.
(2 points deducted per internal standard/sample up to a maximum of 10 points)

____ points deducted for SOW-specified corrective action not taken for failed analysis.
(5 points deducted per occurrence up to a maximum of 10 points)

9. INSTRUMENT CALIBRATION -_____PTS

____ points deducted for calibration not performed at SOW-specified frequency.
(10 points deducted per run up to a maximum of 30 points)

____ points deducted for calibration not performed with sufficient number of standards.
(5 points deducted per run up to a maximum of 10 points)

____ points deducted for calibration not performed with standards at SOW-specified concentrations.
(5 points deducted per run up to a maximum of 10 points)

10. RAW DATA -_____PTS

____ points deducted for ICP-MS analysis not performed with sufficient number of integrations.
(5 points deducted per occurrence up to a maximum of 10 points)

Total Points Deducted for Data Compliance Review _____**PTS**

Points for Data Compliance Review _____**PTS**
(420 - Total Points Deducted)

ATTACHMENT 19

PAST PERFORMANCE CLIENT LETTER AND QUESTIONNAIRE

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-HQ-08-10103 for CHEMICAL ANALYTICAL SERVICES FOR MULTI-MEDIA, MULTI-CONCENTRATION INORGANICS AND CLASSICAL CHEMISTRY PARAMETERS. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

The EPA has asked each offeror to send Past Performance Questionnaires to its customers to complete and send to the Contract Specialist. Please complete the attached Past Performance Questionnaire and fax to (202) 565-2557 or mail to:

U.S. EPA
Attn: Wendy Rizzo
1200 Pennsylvania Ave., NW
Mail Code 3805R
Washington, DC 20460

If you are contacted by the EPA for information on work we have performed under contract for your company or for clarification of your responses to the questionnaire, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to Wendy Rizzo at (202) 564-6657.

Sincerely,

PAST PERFORMANCE QUESTIONNAIRE

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror:
Contract Number:
Contract Title:
Contract Value:
Type of Contract: **Period of Performance:**

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Customer Satisfaction				
8. Overall Performance				

9. Remarks on outstanding performance:
(Provide data supporting this observation; you may continue on a separate sheet if needed.)

10. Remarks on unsatisfactory performance:
(Provide data supporting this observation; you may continue on separate sheet if needed.)

11. Please identify any corporate affiliations with the offeror.

12. Would you do business with this firm again?

13. Information provided by:

Agency/Firm

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

ATTACHMENT 20

ICP-AES AND ICP MS VERIFICATION AND CERTIFICATION FORM

Solicitation No. PR-HQ-08-10103 (ICP-AES Verification and Certification Form)

Laboratory Name	
Laboratory address where the ICP-AES PA-PES was analyzed	
Laboratory's ICP-AES equipment manufacturer and serial number	**Manufacturer:** **Serial No.:** **Manufacturer:** **Serial No.:**
Date(s) listed equipment was delivered and installed on laboratory's premises	**Delivery Date:** **Installation Date:** **Delivery Date:** **Installation Date:**
List personnel who performed the ICP-AES PA-PES digestion	
List personnel who performed the ICP-AES PA-PES analysis	
Date that ICP-AES PA-PES was received by the laboratory from EPA	
Date that ICP-AES Method Detection Limit (MDL) study performed	

In accordance with 28 U.S.C. § 1746, I certify that the foregoing is true and correct. Executed on___ _____ (Date).

_____
Name (Printed)

_____
Title

_____

Signature

Solicitation No. PR-HQ-08-10103 (ICP-MS Verification and Certification Form)

Laboratory Name	
Laboratory address where the ICP-MS PA-PES was analyzed	
Laboratory's ICP-MS equipment manufacturer and serial number	**Manufacturer:** **Serial No.:** **Manufacturer:** **Serial No.:**
Date(s) listed equipment was delivered and installed on laboratory's premises	**Delivery Date:** **Installation Date:** **Delivery Date:** **Installation Date:**
List personnel who performed the ICP-MS PA-PES digestion	
List personnel who performed the ICP-MS PA-PES analysis	
Date that ICP-MS PA-PES was received by the laboratory from EPA	
Date that ICP-MS Method Detection Limit (MDL) study was performed	

In accordance with 28 U.S.C. § 1746, I certify that the foregoing is true and correct. Executed on___ _____ (Date).

_____
Name (Printed)

_____
Title

_____

Signature

ATTACHMENT 21

QUALITY MANAGEMENT PLAN (R-2 AND CHECKLIST)

EPA Requirements for Quality Management Plans

EPA QA/R-2

Also available at http://www.epa.gov/quality/qmps.html

FOREWORD

The U.S. Environmental Protection Agency (EPA) has developed the Quality Management Plan as a means of documenting how an organization will plan, implement, and assess the effectiveness of its quality assurance and quality control operations applied to environmental programs. The process of planning, implementing, and assessing these management systems is called *quality management* and the product of this process is called the *Quality System*. The Quality Management Plan is part of the mandatory Agency-wide Quality System that requires all organizations performing work for EPA to develop and operate management processes and structures for assuring that data or information collected are of the needed and expected quality for their desired use.

This document provides the development and content requirements for Quality Management Plans for organizations that conduct environmental data operations for EPA through contracts, assistance agreements, and interagency agreements; however, it may be used by EPA as well. It contains the same requirements as Chapter 3 of the EPA Order 5360 A1 (2000), *EPA Quality Manual for Environmental Programs*, for EPA organizations.

This document is one of the *U.S. Environmental Protection Agency Quality System Series* documents. These documents describe the EPA policies and procedures for planning, implementing, and assessing the effectiveness of the Quality System. Questions regarding this document or other *Quality System Series* documents should be directed to the Quality Staff:

U.S. EPA
Quality Staff (2811R)
Washington, DC 20460
Phone: (202) 564-6830
FAX: (202) 565-2441
e-mail: quality@epa.gov

Copies of EPA *Quality System Series* documents may be obtained from the Quality Staff directly or by downloading them from its Home Page:

www.epa.gov/quality

ACKNOWLEDGMENTS

This document reflects the collaborative efforts of many quality management professionals who participate in the challenge for continual improvement in quality systems supporting environmental programs. These individuals, representing the EPA, other Federal agencies, State and local governments, and private industry, reflect a diverse and broad range of needs and experiences in environmental data collection programs. Their contributions and the comprehensive reviews during the development of this document are greatly appreciated.

CHAPTER 1

INTRODUCTION

1.1 BACKGROUND

The U.S. Environmental Protection Agency (EPA) annually spends several hundred million dollars in the collection of environmental data for scientific research and regulatory decision making. In addition, non-EPA organizations may spend as much as an order of magnitude more each year to respond to Agency requirements. Furthermore, as EPA is increasingly involved in the use of environmental technology for pollution control and waste clean-up, the use of particular technologies is often specified in permits and regulations. If decision makers are to have the necessary confidence in the quality of environmental data used to support their decisions or that environmental technology successfully performed its intended role, there must be a structured process for quality in place.

A structured system that describes the policies and procedures for ensuring that work processes, products, or services satisfy stated expectations or specifications is called a quality system. All organizations conducting environmental programs funded by EPA are required to establish and implement a quality system. EPA organizations are required to document their quality system in a Quality Management Plan through EPA Order 5360.1 A2, *Policy and Program Requirements for the Mandatory Agency-wide Quality System* (EPA 2000). Non-EPA organizations funded by EPA are required to document their quality system in a Quality Management Plan (or equivalent document)[1] through:

- 48 CFR 46, for contractors;
- 40 CFR 30, 31, and 35 for assistance agreement recipients; and other mechanisms, such as consent agreements in enforcement actions.

A Quality Management Plan documents how an organization structures its quality system and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the quality system. This document describes the elements of a quality system that must be documented in a Quality Management Plan to comply with EPA requirements.

This requirements document presents specifications and instructions for the information that must be contained in a Quality Management Plan for organizations conducting environmental programs funded by EPA. The document also discusses the procedures for review, approval, implementation, and revision of Quality Management Plans. Users of this document should assume that all of the elements described herein are required in a Quality Management Plan unless otherwise directed by EPA.

[1]An equivalent document may not be called a Quality Management Plan but still would document an organization's quality system and address the required quality management practices described in this document.

1.2 QUALITY MANAGEMENT PLANS, THE EPA QUALITY SYSTEM, AND ANSI/ASQC E4-1994

EPA Order 5360.1 A2 and the applicable Federal regulations (defined above) establish a mandatory Quality System that applies to all EPA organizations and organizations that are funded by EPA. Components of this system are illustrated in Figure 1. Organizations must ensure that data collected for the characterization of environmental processes and conditions are of the appropriate type and quality for their intended use and that environmental technologies are designed, constructed, and operated according to defined expectations. Quality system documentation (e.g., the Quality Management Plan) is a key component of the EPA Quality System as shown in Figure 1.

EPA policy is based on the national consensus standard, ANSI/ASQC E4-1994, *Specifications and Guidelines for Environmental Data Collection and Environmental Technology Programs*. The ANSI/ASQC E4-1994 standard describes the necessary management and technical elements for developing and implementing a quality system. This standard recommends using a tiered approach to a quality system. The standard recommends first documenting each organization-wide quality system in a Quality Management Plan or Quality Manual (to address requirements of *Part A: Management Systems* of the standard) and then documenting the applicability of the quality system to technical activity-specific efforts in a Quality Assurance Project Plan (QA Project Plan) or similar document (to address the requirements of *Part B: Collection and Evaluation of Environmental Data* of the standard). EPA has adopted this tiered approach for its mandatory Agency-wide Quality System. This document addresses Part A requirements of the standard.

The Quality Management Plan may be viewed as the 'umbrella' document under which individual projects are conducted. The Quality Management Plan is then supported by project specific QA Project Plans. A QA Project Plan is the 'blueprint' by which individual projects involving environmental data are implemented and assessed and how specific quality assurance (QA) and quality control (QC) activities will be applied during a particular project. EPA requirements for QA Project Plans are defined in *EPA Requirements for Quality Assurance Project Plans (QA/R-5)* (EPA 2001). In some cases, a QA Project Plan and a Quality Management Plan may be combined into a single document that contains both organizational and project-specific elements. The QA Manager for the EPA organization sponsoring the work has the authority to determine when a single document is applicable and will define the content requirements of such a document.

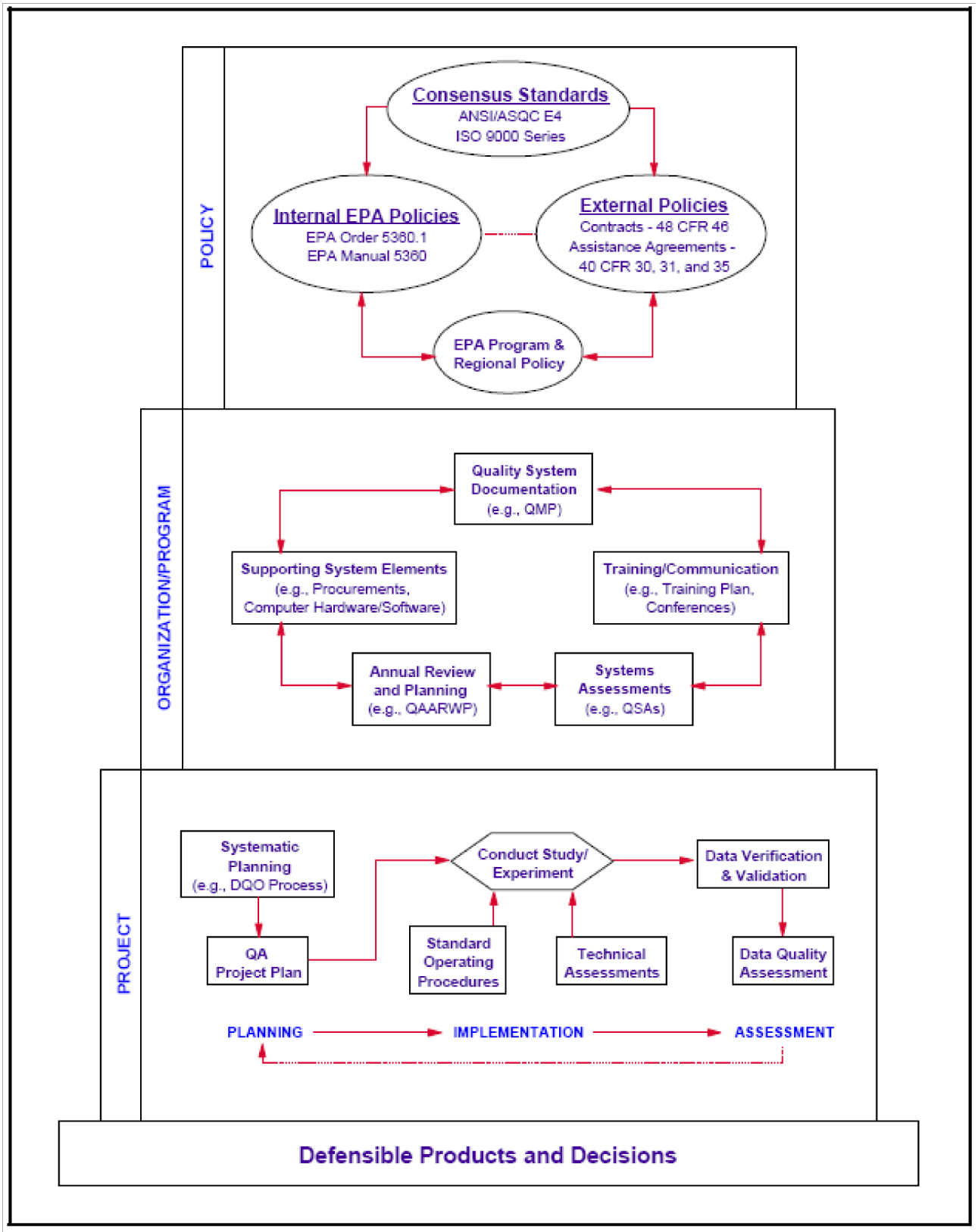

Figure 1. EPA Quality System Components and Tools

1.3 THE GRADED APPROACH AND THE EPA QUALITY SYSTEM

Implementation of the EPA Quality System is based on the principle of graded approach. This principle recognizes that a 'one size fits all' approach to quality requirements will not work in an organization as diverse as EPA so managerial controls are applied according to the scope of the program and/or the intended use of the outputs from a process. For example, the quality expectations of a fundamental research program are different from that of a regulatory compliance program because the purpose or intended use of the data is different. Applying a graded approach means that quality systems for different organizations and programs will vary according to the specific objectives and needs of the organization. The specific application of the graded approach principle to Quality Management Plans is described in Section 2.4.2.

1.4 INTENDED AUDIENCE

This document specifies the requirements for developing a Quality Management Plan for organizations that conduct environmental data operations funded by EPA through contracts, financial assistance agreements, and interagency agreements. EPA organizations may also use this document to develop their Quality Management Plans since this document is clearer and more user-friendly than the equivalent requirements defined in Section 3.3 of EPA Order 5360 A1 (EPA 2000), *The EPA Quality Manual for Environmental Programs* (an internal policy document). However, the preparation, submission, review, and approval requirements for EPA organizations are still contained in Section 3.2 of EPA Order 5360 A1 as these represent internal EPA policy.

1.5 PERIOD OF APPLICABILITY

This document shall be valid for a period of up to five years from the official date of publication. After five years, it shall either be reissued without change, revised, or withdrawn from the EPA Quality System.

1.6 ADDITIONAL RESOURCES

EPA has issued a checklist for reviewing Quality Management Plans that can be used to verify if the requirements defined in this document are satisfied. This checklist is available on the Quality Staff website, www.epa.gov/quality/tools-org.html#qmp.

1.7 SUPERSESSION

This document replaces QAMS-004/80, *Interim Guidelines and Specifications for Preparing Quality Assurance Program Plans* (EPA 1980) in its entirety.

CHAPTER 2

QUALITY MANAGEMENT PLAN REQUIREMENTS

2.1 POLICY

Quality systems supporting environmental programs involving environmental data or technology conducted by EPA organizations or by organizations funded by EPA shall be covered by an Agency-approved Quality Management Plan.

2.2 PURPOSE

A Quality Management Plan is a management tool that documents an organization's quality system for planning, implementing, documenting, and assessing the effectiveness of activities supporting environmental data operations and other environmental programs. The Quality Management Plan is used to demonstrate conformance to Part A requirements of ANSI/ASQC E4-1994.

2.3 APPLICABILITY

These requirements apply to all organizations conducting environmental programs funded by EPA that acquire, generate, compile, or use environmental data and technology. These requirements apply to all work performed through contracts, cooperative agreements, interagency agreements, State-EPA agreements, State, local, and Tribal Financial Assistants/Grants (including Performance Partnership Grants and Agreements), Research Grants, and in response to statutory or regulatory requirements and consent agreements. These requirements shall be negotiated into interagency agreements, including sub-agreements, and, in some cases, included in enforcement consent agreements and orders. Where specific Federal regulations require the application of QA and QC activities (see Section 1.1), Quality Management Plans shall be prepared, reviewed, and approved in accordance with the specifications contained in this document unless explicitly superseded by regulation.

2.4 GENERAL CONTENT AND DETAIL REQUIREMENTS

2.4.1 General Content

The Quality Management Plan documents the quality management practices which are critical to a quality system. Specific Quality Management Plan content requirements are described in Chapter 3. Each organization should evaluate these requirements for applicability to their quality system. Where a particular element is not relevant, an explanation of why it is not relevant must be provided in the Quality Management Plan. Also, if the Quality Management Plan preparer or EPA organization sponsoring the work determines that additional quality management elements are useful or necessary for an adequate quality system, these elements should be discussed in the Quality Management Plan.

2.4.2 Level of Detail

The Quality Management Plan should describe a Quality System that is designed to support the objectives of the organization. The level of effort expended to develop a Quality Management Plan should be based on the scope of the program. For example, large grants to a State government may require a comprehensive quality system and Quality Management Plan, whereas smaller grants for programs with relatively less significant impacts may require less substantial documentation.

The Quality Management Plan must be sufficiently inclusive, explicit, and readable to enable both management and staff to understand the priority which management places on QA and QC activities, the established quality policies and procedures, and their respective quality related roles and responsibilities. The Quality Management Plan must be written so that an assessment of the suitability and effectiveness of the organization's quality system can be accomplished. Such assessments will enable management to determine if the quality system meets the needs of the organization. The Quality Management Plan should be focused on the processes and procedures used to plan, implement, and assess the programs to which it is applied, and must include definitions of appropriate authorities and responsibilities for managers and staff.

2.5 QUALITY MANAGEMENT PLAN PREPARATION[2]

An organization's senior manager is responsible for assuring the preparation of a Quality Management Plan to cover all environmental programs supported or undertaken by the organization. Senior management, i.e., the executives and managers who are responsible and accountable for mission accomplishment and overall operations of the organization, is responsible for ensuring that the Quality Management Plan is prepared and that the quality system documented in the Quality Management Plan satisfies all EPA policy requirements and meets all statutory, contractual, and assistance agreement requirements for EPA work.

While senior management is responsible for the preparation of the Quality Management Plan, the actual preparation may be assigned to the organization's staff so long as it is assured that all managers support the effort; for example, the preparation of the Quality Management Plan may be directed by the QA Manager of the organization. However, it is essential that all management levels understand fully the content of the Quality Management Plan and concur with its implementation.

[2]Specific preparation, submission, review, and approval requirements for EPA organizations are contained in Section 3.2 of EPA Order 5360 A1 (EPA 2000) as these represent internal EPA policy.

2.6 QUALITY MANAGEMENT PLAN SUBMISSION AND APPROVAL

The Quality Management Plan must be approved and signed by the senior management ofthe organization. This will certify that the organization has conducted an internal review of the Quality Management Plan and that management has concurred with its contents.

When a Quality Management Plan is required either by statute, contractual requirement, or assistance agreement condition, the Quality Management Plan must be submitted for review and approval to the EPA official responsible for the work. The EPA official may include the contracting officer's representative (such as the project officer, work assignment manager, or delivery order project office), the award official, and the EPA QA Manager. For example, the review and approval of a State Quality Management Plan that has been submitted as part of a request for an assistance agreement may be performed by the QA Manager of the office awarding the assistance agreement.

EPA approval of a Quality Management Plan will be valid for no more than five years for State, local, and Tribal governments or the length of the extramural agreement for all other extramural agreement holders. The period for which a Quality Management Plan is valid is defined in the Quality Management Plan of the EPA organization sponsoring the work.

2.7 QUALITY MANAGEMENT PLAN REVISIONS

Each organization shall review its Quality Management Plan at least annually to reconfirm the suitability and effectiveness of the approved quality management practices. The process of developing, annually reviewing, and revising (as needed) the Quality Management Plan provides an opportunity for management and staff to clarify roles and responsibilities, address problem areas, and institutionalize improvements. Having an accurate Quality Management Plan at all times is an essential element in every quality system, thus changes in QA policy and procedures shall be documented in the Quality Management Plan in a timely fashion.

In general, a copy of any Quality Management Plan revision(s) made during the year should be submitted to EPA as a report when such changes occur. However, if significant changes have been made to the quality system that affect the performance of work for the Agency, it may be necessary to re-submit the entire Quality Management Plan to EPA for reapproval. Conditions requiring the revision of an approved Quality Management Plan include:

- expiration of the five-year life span of the Quality Management Plan;
- major changes in mission and responsibilities, such as changes in the delegation
- status of a program;
- re-organization of existing functions that affect programs covered by the Quality
- Management Plan; and
- assessment findings requiring corrective actions and response.

All appropriate personnel in the organization performing work covered by the scope of the Quality Management Plan shall be notified of changes to the quality system and the Quality Management Plan to keep them informed of the current requirements. This practice should also include active sub-contractors for relevant work.

CHAPTER 3

QUALITY MANAGEMENT PLAN ELEMENTS

3.1 CONTENT REQUIREMENTS

The Quality Management Plan documents management practices, including QA and QC activities, used to ensure that the results of technical work are of the type and quality needed for their intended use. Accordingly, the Quality Management Plan documents:

- the mission and quality policy of the organization;
- the specific roles, authorities, and responsibilities of management and staff with respect to QA and QC activities;
- the means by which effective communications with personnel actually performing the work are assured;
- the processes used to plan, implement, and assess the work performed;
- the process by which measures of effectiveness for QA and QC activities will be established and how frequently effectiveness will be measured; and
- the continual improvement based on lessons learned from previous experience.

The Quality Management Plan reflects the organization's commitment to quality management principles and practices, tailored, when appropriate, by senior management to meet the organization's needs.

The elements to be addressed in a Quality Management Plan include: management and organization; quality system description; personnel qualifications and training; procurement of
items and services; documentation and records; computer hardware and software; planning; implementation of work processes; assessment and response; and quality improvement. Specific requirements for each of these elements are described below in Sections 3.2 through 3.11. Items specific to Quality Management Plans developed by EPA organizations under EPA Order 5360.1
A2 (EPA 2000) are noted by "EPA Quality Management Plans." Organizations funded by EPA do not have to address these EPA-specific items.

It is preferable, but not necessary, that the Quality Management Plan address the specifications in the same order as presented below to ensure uniformity and a consistent and complete review. If an existing, approved Quality Management Plan adequately addresses each of these topics, it should not be rewritten simply to conform to the outline provided here.

3.2 MANAGEMENT AND ORGANIZATION

Purpose – To document the overall policy, scope, applicability, and management responsibilities of the organization's quality system.

Specifications – Provide the following:

- an approval page for the signatures of the organization's management and QA manager. The approval page may be part of a title page or a separate sheet following the title page. If EPA approval of the Quality Management Plan is required, the approval page shall include a section for the signature of the EPA official (see Section 2.6). For EPA Quality Management Plans[3], the approval page shall contain the signatures of the organization's senior manager, senior line management (as appropriate), the QA Manager, the Director of the Quality Staff, and the Assistant Administrator of the Office of Environmental Information;

- a statement of the organization's policy on quality assurance, including:

  – the importance of QA and QC activities to the organization and why,

  – the general objectives and goals of the quality system, and
  – the policy for resource allocation for the quality system (EPA Quality Management Plans must discuss personnel, intramural and extramural funding, and travel resources);

- an organization chart that identifies all of the components of the organization and, in particular, the organizational position and lines of reporting for the QA Manager (or similar position such as a Quality Manager) and any QA staff;

- a discussion of the authorities of the QA Manager and any other QA staff that also:
  – documents the organizational independence of the QA Manager from groups generating, compiling, and evaluating environmental data, and
  – indicates how the organization will ensure that QA personnel will have access to the appropriate levels of management in order to plan, assess, and improve the organization's quality system;

- a discussion of the technical activities or programs that are supported by the quality system including:
  – the specific programs that require quality management controls,
  – where oversight of delegated, contracted, or other extramural programs is needed to assure data quality, and
  – where and how internal coordination of QA and QC activities among the group's organizational units needs to occur;

- a discussion of how management will assure that applicable elements of the quality system are understood and implemented in all environmental programs; and

- a discussion of the organization's process for resolving disputes regarding quality system requirements, QA and QC procedures, assessments, or corrective actions (requirement for EPA Quality Management Plans only).

[3]Organizations funded by EPA do not have to address these EPA-specific elements.

3.3 QUALITY SYSTEM COMPONENTS

Purpose – To document how an organization manages its quality system and defines the primary
responsibilities for managing and implementing each component of the system.

Specifications – Provide the following:

- a description of the organization's quality system that includes the principal components of the system and the roles and implementation responsibilities of management and staff with regards to these components. These components include, but are not limited to:
  - quality system documentation
  - annual reviews and planning
  - management assessments
  - training
  - systematic planning of projects
  - project-specific quality documentation
  - project and data assessments;

- a list of the tools for implementing each component of the quality system. These tools include, but are not limited to:
  - Quality Management Plans (quality system documentation),
  - Quality Systems Audits (management assessments),
  - Training Plans (training),
  - QA Project Plan (project-specific quality documentation),
  - Data Verification and Validation (data assessments);
- a list of any components of the organization that develop Quality Management Plans (or equivalent document) in support of the organization's Quality System and the review and approval procedures for such documentation; and

- a discussion of how roles and responsibilities for the principal components of the Quality System are incorporated into performance standards (requirement for EPA Quality Management Plans only).

3.4 PERSONNEL QUALIFICATION AND TRAINING

Purpose – To document the procedures for assuring that all personnel performing work for an
organization have the necessary skills to effectively accomplish their work.

Specifications – Provide the following:

- a statement of the policy regarding training for management and staff;
- a description of the process(es), including the roles, responsibilities, and authorities of management and staff, for:
  - identifying, ensuring, and documenting that personnel have and maintain the appropriate knowledge, skill, and statutory, regulatory, professional or other certifications, accreditations, licenses, or other formal qualification necessary, and
  - identifying the need for retraining based on changing requirements.

3.5 PROCUREMENT OF ITEMS AND SERVICES

Purpose – To document the procedures for purchased items and services that directly affect the quality of environmental programs.

Specifications –

Describe or reference the process(es), including the roles, responsibilities, and authorities of management and staff, pertaining to all appropriate procurement documents or extramural agreements, including grants, cooperative agreements, and contracted and subcontracted activities, involving or affecting environmental programs, for:

- reviewing and approving procurement documents (and any changes to these documents) to ensure that procurement documents are accurate, complete, and clearly describe:
- – the item or service needed,
  – the associated technical and quality requirements,
  – the quality system elements for which the supplier is responsible, and
  – how the supplier's conformance to the customer's requirements will be verified;

- review and approval of all applicable responses to solicitations to ensure that these documents:
  – satisfy all technical and quality requirements, and
  – provide evidence of the supplier's capability to satisfy EPA quality system requirements as defined in the extramural agreement or applicable Federal Regulation (requirement for EPA Quality Management Plans only);

- ensuring that procured items and services are of acceptable quality, including the review of objective evidence of quality for applicable items and services furnished by suppliers and subcontractors, source selection, source inspections, supplier audits, and examination of deliverables;

- review and approval procedures for mandatory quality-related documentation (e.g., Quality Management Plans or QA Project Plans) from suppliers (requirement for EPA Quality Management Plans only);

- policies and criteria for delegations of EPA authority to review and approve mandatory quality-related documentation (e.g., Quality Management Plans or QA Project Plans) from suppliers consistent with Chapter 2.2 of EPA Order 5360 A1 (requirement for EPA Quality Management Plans only); and

- ensuring that EPA quality-related contracting policies, as defined by the Federal Acquisition Regulations, Office of Federal Procurement Policy, and the EPA Contracts Management Manual [EPA Order 1900 (EPA 1998)], are satisfied (requirement for EPA Quality Management Plans only).

3.6 DOCUMENTS AND RECORDS

Purpose – To document appropriate controls for quality-related documents and records determined to be important to the mission of the organization.

Specifications – Describe or reference the process(es), including the roles, responsibilities, and authorities of management and staff, for:

- identifying quality-related documents and records (both printed and

electronic) requiring control;

- preparing, reviewing for conformance to technical and quality system requirements, approving, issuing, using, authenticating, and revising documents and records;
- ensuring that records and documents accurately reflect completed work;
- maintaining documents and records including transmittal, distribution, retention (including retention times), access, preservation (including protection from damage, loss, and deterioration), traceability, retrieval, removal of obsolete documentation, and disposition;
- ensuring compliance with all applicable statutory, regulatory, and EPA requirements for documents and records [EPA Quality Management Plans shall ensure compliance with EPA Order 2160 (EPA 1984) and EPA Directive 2100, Chapter 10 (EPA 1998)]; and
- establishing and implementing appropriate chain of custody and confidentiality procedures for evidentiary records.

3.7 COMPUTER HARDWARE AND SOFTWARE

Purpose – To document how the organization will ensure that computer hardware and software satisfies the organization's requirements.

Specifications – Describe or reference the process(es), including the roles, responsibilities, and authorities of management and staff, for:

- developing, installing, testing (including verification and validation), using, maintaining, controlling, and documenting computer hardware and software used in environmental programs to ensure it meets technical and quality requirements and directives from management [EPA Quality Management Plan specifications must be consistent with EPA Directive 2100 (EPA 1998)];
- assessing and documenting the impact of changes to user requirements and/or the hardware and software on performance;
- evaluating purchased hardware and software to ensure it meets user requirements and complies with applicable contractual requirements and standards;
- ensuring that data and information produced from, or collected by, computers meet applicable information resource management requirements and standards; and
- ensuring that applicable EPA requirements for information resources management are addressed [EPA Directive 2100 (EPA 1998)] including security and privacy
requirements (requirement for EPA Quality Management Plans only).

Computer software covered by this requirement includes, but is not limited to, design, data handling, data analysis, modeling of environmental processes and conditions, operations, or process control of environmental technology system (including automated data acquisition and laboratory instrumentation), data bases containing environmental data.

3.8 PLANNING

Purpose – To document how individual data operations will be planned within the organization to ensure that data or information collected are of the needed and expected quality for their desired use.

Specifications – Describe or reference the process(es), including the roles, responsibilities, and authorities of management and staff, for:

- planning environmental data operations using a systematic planning process[4] which includes:
- – the identification and involvement of the project manager, sponsoring organization and responsible official, project personnel, stakeholders, scientific experts, etc. (e.g., all customers and suppliers);

  – a description of the project goal, objectives, and questions and issues to be addressed;

  – the identification of project schedule, resources (including budget), milestones, and any applicable requirements (e.g., regulatory and contractual requirements);

  – the identification of the type and quantity of data needed and how the data will be used to support the project's objectives;

  – the specification of performance criteria for measuring quality;

  – the specification of needed QA and QC activities to assess the quality performance criteria (e.g., QC samples for both the field and laboratory, audits, technical assessments, performance evaluations, etc.);

  – a description of how, when, and where the data will be obtained (including existing data) and identification of any constraints on data collection; and

  – a description of how the acquired data will be analyzed (either in the field or the laboratory), evaluated (i.e., QA review, verification, validation), and assessed against its intended use and the quality performance criteria;

- developing, reviewing, approving, implementing, and revising a QA Project Plan or equivalent planning document [see *EPA Requirements for Quality Assurance Project Plans (QA/R-5)* (EPA 2001)]; and

- evaluating and qualifying data collected for other purposes or from other sources, including the application of any statistical methods, for a new use.

3.9 IMPLEMENTATION OF WORK PROCESSES

Purpose – To document how work processes will be implemented within the

[4]EPA has developed a systematic planning process called the Data Quality Objectives (DQO) Process [See the *EPA Guidance for the Data Quality Objectives Process (QA/G-4)* (EPA 2000)]. While not mandatory, the DQO Process is the recommended planning approach for many EPA data collection activities.

organization to ensure that data or information collected are of the needed and expected quality for their desired use.

Specifications – Describe or reference the process(es), including the roles, responsibilities, and authorities of management and staff for:

- ensuring that work is performed according to approved planning and technical documents;
- identification of operations needing procedures (e.g., standardized, special, or critical operations), preparation (including form, content, and applicability), review, approval, revision, and withdrawal of these procedures; and policy for use; and
- controlling and documenting the release, change, and use of planned procedures, including any necessary approvals, specific times and points for implementing changes, removal of obsolete documentation from work areas, and verification that the changes are made as prescribed.

3.10 ASSESSMENT AND RESPONSE

Purpose – To document how the organization will determine the suitability and effectiveness of the implemented quality system and the quality performance of the environmental programs to which the quality system applies.

Specifications – Describe or reference the process(es), including the roles, responsibilities, and authorities of management and staff, pertaining to both management and technical assessments for:

- assessing the adequacy of the quality system at least annually;
- planning, implementing, and documenting assessments and reporting assessment results to management including how to select an assessment tool, the expected frequency of their application to environmental programs, and the roles and responsibilities of assessors; determining the level of competence, experience, and training necessary to ensure that personnel conducting assessments are technically knowledgeable, have no real or perceived conflict of interest, and have no direct involvement or responsibility for the work being assessed;
- ensuring that personnel conducting assessments have sufficient authority, access to programs, managers, documents, and records, and organizational freedom to:
  - identify both quality problems and noteworthy practices,
  - propose recommendations for resolving quality problems, and
  - independently confirm implementation and effectiveness of solutions;
- management's review and response to findings;
- identifying how and when corrective actions are to be taken in response to the findings of the assessment, ensuring corrective actions are made promptly, confirming the implementation and effectiveness of any corrective action, and documenting (including the identification of root causes, the determination of whether the problem is unique or has more generic implications, and
- recommendation of procedures to prevent recurrence) such actions; and

- addressing any disputes encountered as a result of assessments.

Available assessment tools include quality systems audits, management systems reviews, peer reviews, technical reviews, performance evaluations, data quality assessments, readiness reviews,technical systems audits, and surveillance.

3.11 QUALITY IMPROVEMENT

Purpose – To document how the organization will improve the organization's quality system.

Specifications – Identify who (organizationally) is responsible for identifying, planning, implementing, and evaluating the effectiveness of quality improvement activities and describe the process to ensure continuous quality improvement, including the roles and responsibilities of management and staff, for:

- ensuring that conditions adverse to quality are:
  - prevented,
  - identified promptly including a determination of the nature and extent of the problem,
  - corrected as soon as practical, including implementing appropriate corrective actions and actions to prevent reoccurrence,
  - documenting all corrective actions, and
  - tracking such actions to closure;
- encouraging staff at all levels to establish communications between customers and suppliers, identify process improvement opportunities, and identify and offer solutions to problems.

REFERENCES

40 CFR 30, Code of Federal Regulations, "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

40 CFR 31, Code of Federal Regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments."

40 CFR 35, Code of Federal Regulations, "State and Local Assistance."

48 CFR 46, Code of Federal Regulations, "Federal Acquisition Regulations."

ANSI/ASQC E4-1994, *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs*, American National Standard, January 1995.

EPA Directive 2100 (1999), *Information Resources Management Policy Manual*, U.S. Environmental Protection Agency, Washington, DC.

EPA Order 1900 (February 1998), *Contracts Management Manual*, U.S. Environmental Protection Agency, Washington, DC.

EPA Order 2160 (July 1984), *Records Management Manual*, U.S. Environmental Protection Agency, Washington, DC.

EPA Order 5360 A1 (May 2000), *EPA Quality Manual for Environmental Programs*, U.S. Environmental Protection Agency, Washington, DC.

EPA Order 5360.1 A2 (May 2000), *Policy and Program Requirements for the Mandatory Quality Assurance Program*, U.S. Environmental Protection Agency, Washington, DC.

U.S. Environmental Protection Agency, 2001. *EPA Requirements for Quality Assurance Project Plans (QA/R-5)*, EPA/240/B-01/003, Office of Environmental Information.

U.S. Environmental Protection Agency, 2000. *Guidance for the Data Quality Objectives Process (QA/G-4)*, EPA/600/R-96/055, Office of Environmental Information.

U.S. Environmental Protection Agency, 1980. *Interim Guidelines and Specifications for Preparing Quality Assurance Program Plans*, QAMS-004/80, Office of Research and Development.

APPENDIX A

TERMS AND DEFINITIONS

assessment – the evaluation process used to measure the performance or effectiveness of a system and its elements. As used here, assessment is an all-inclusive term used to denote any of the following: audit, performance evaluation, management systems review, peer review, inspection, or surveillance.

audit (quality) – a systematic and independent examination to determine whether quality activities and related results comply with planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives.

data quality assessment – a statistical and scientific evaluation of the data set to determine the validity and performance of the data collection design and statistical test, and to determine the adequacy of the data set for its intended use.

design – specifications, drawings, design criteria, and performance requirements. Also the result of deliberate planning, analysis, mathematical manipulations, and design processes.

environmental conditions – the description of a physical medium (e.g., air, water, soil, sediment)or biological system expressed in terms of its physical, chemical, radiological, or biological characteristics.

environmental data – any measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data include information collected directly from measurements, produced from models, and compiled from other sources such as data bases or the literature.

environmental data operations – work performed to obtain, use, or report information pertaining to environmental processes and conditions.

environmental programs – work or activities involving the environment, including but not limited to: characterization of environmental processes and conditions; environmental monitoring; environmental research and development; the design, construction, and operation of environmental technologies; and laboratory operations on environmental samples.

environmental technology – an all-inclusive term used to describe pollution control devices and systems, waste treatment processes and storage facilities, and site remediation technologies and their components that may be utilized to remove pollutants or contaminants from or prevent them from entering the environment. Examples include wet scrubbers (air), soil washing (soil), granulated activated carbon unit (water), and filtration (air, water). Usually, this term will apply to hardware-based systems; however, it will also apply to methods or techniques used for pollution prevention, pollutant reduction, or containment of contamination to prevent furthermovement of the contaminants, such as capping, solidification or vitrification, and biological treatment.

graded approach – the process of basing the level of application of managerial controls applied to an item or work according to the intended use of the results

and the degree of confidence needed in the quality of the results.

independent assessment – an assessment performed by a qualified individual, group, or organization that is not a part of the organization directly performing and accountable for the work being assessed.

inspection – examination or measurement of an item or activity to verify conformance to specific requirements.

management – those individuals directly responsible and accountable for planning, implementing, and assessing work.

management system – a structured, non-technical system describing the policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of an organization for conducting work and producing items and services.

management systems review – the qualitative assessment of a data collection operation and/or organization(s) to establish whether the prevailing quality management structure, policies, practices, and procedures are adequate for ensuring that the type and quality of data needed are obtained.

objective evidence – any documented statement of fact, other information or record, either quantitative or qualitative, pertaining to the quality of an item or activity, based on observations, measurements, or tests which can be verified.

organization – a company, corporation, firm, enterprise, or institution, or part thereof, whether incorporated or not, public or private, that has its own functions and administration.

peer review – a documented critical review of work by qualified individuals (or organizations) who are independent of those who performed the work, but are collectively equivalent in technical expertise. A peer review is conducted to ensure that activities are technically adequate, competently performed, properly documented, and satisfy established technical and quality requirements. The peer review is an in-depth assessment of the assumptions, calculations, extrapolations, alternate interpretations, methodology, acceptance criteria, and conclusions pertaining to specific work and of the documentation that supports them.

performance evaluation – a type of audit in which the quantitative data generated in a measurement system are obtained independently and compared with routinely obtained data to evaluate the proficiency of an analyst or laboratory.

process – a set of interrelated resources and activities which transforms inputs into outputs. Examples of processes include analysis, design, data collection, operation, fabrication, and calculation.

quality – the totality of features and characteristics of a product or service that bear on its ability to meet the stated or implied needs and expectations of the user.

quality assurance (QA) – an integrated system of management activities involving planning, implementation, documentation, assessment, reporting, and quality improvement to ensure that a process, item, or service is of the type and quality needed and expected by the client.

quality assurance project plan – a formal document describing in comprehensive detail the necessary QA, QC, and other technical activities that must be implemented to ensure that the results of the work performed will satisfy the stated performance criteria.

quality control (QC) – the overall system of technical activities that measures the attributes and performance of a process, item, or service against defined standards to verify that they meet the stated requirements established by the customer; operational techniques and activities that are used to fulfill requirements for quality.

quality improvement – a management program for improving the quality of operations. Such management programs generally entail a formal mechanism for encouraging worker recommendations with timely management evaluation and feedback or implementation.

quality management – that aspect of the overall management system of the organization that determines and implements the quality policy. Quality management includes strategic planning, allocation of resources, and other systematic activities (e.g., planning, implementation, documentation, and assessment) pertaining to the quality system.

quality management plan – a document that describes the quality system in terms of the organizational structure, functional responsibilities of management and staff, lines of authority, and required interfaces for those planning, implementing, and assessing all activities conducted.

quality system – a structured and documented management system describing the policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of an organization for ensuring quality in its work processes, products (items), and services. The quality system provides the framework for planning, implementing, documenting, and assessing work performed by the organization and for carrying out required QA and QC activities.

readiness review – a systematic, documented review of the readiness for the start-up or continued use of a facility, process, or activity. Readiness reviews are typically conducted before proceeding beyond project milestones and prior to initiation of a major phase of work.

record – a completed document that provides objective evidence of an item or process. Records may include photographs, drawings, magnetic tape, and other data recording media.

self-assessment – assessments of work conducted by individuals, groups, or organizations directly responsible for overseeing and/or performing the work.

specification – a document stating requirements and which refers to or includes drawings or other relevant documents. Specifications should indicate the means and the criteria for determining conformance.

standard operating procedure (SOP) – a written document that details the method for an operation, analysis, or action with thoroughly prescribed techniques and steps, and that is officially approved as the method for performing certain routine or repetitive tasks.

supplier – any individual or organization furnishing items or services or performing work according to a procurement document or financial assistance

agreement. This is an all-inclusive term used in place of any of the following: vendor, seller, contractor, subcontractor, fabricator, or consultant.

surveillance (quality) - continual or frequent monitoring and verification of the status of an entity and the analysis of records to ensure that specified requirements are being fulfilled.

technical review - a documented critical review of work that has been performed within the state of the art. The review is accomplished by one or more qualified reviewers who are independent of those who performed the work, but are collectively equivalent in technical expertise to those who performed the original work. The review is an in-depth analysis and evaluation of documents, activities, material, data, or items that require technical verification or validation for applicability, correctness, adequacy, completeness, and assurance that established requirements
are satisfied.

technical systems audit - a thorough, systematic, on-site, qualitative audit of facilities, equipment, personnel, training, procedures, record keeping, data validation, data management, and reporting aspects of a system.

CHECKLIST FOR REVIEWING
EPA QUALITY MANAGEMENT PLANS

Offerors must complete this checklist and submit it with their Quality Management Plan. Items from this checklist are discussed in detail in Chapter 3 of EPA Requirements for Quality Management Plans (QA/R-2) which is provided in the first half of Attachment 21 of this solicitation. Consult this resource for more information on the items below.

Note that all items below must be included in a QMP. If an item is not relevant, an explanation must be provided. Also note that process may either be described or referenced in the QMP; however, all references should be readily accessible within the organization and provided to the Quality Staff with the QMP.

	Page(s)	Comments
MANAGEMENT AND ORGANIZATION		
1. Signed and dated by senior manager?		
2. Signed and dated by senior line management?		
3. Signed and dated QA manager?		
4. Includes signature lines for Quality Staff approval?		NOT APPLICABLE
5. Includes signature lines for OEI approval?		NOT APPLICABLE
6. Includes statement of the organization's QA policy?		
6a. QA policy statement includes general Objectives/goals?		
6b. QA policy statement includes allocation of intramural, extramural, and travel funds and personnel?		
7. Includes organizational chart?		
7a. Organizational chart identifies all components of organization?		
7b. Organizational Chart identifies position of QA manager?		
7c. Organizational Chart identifies lines of reporting of the QA manager?		
7d. Organization Chart identifies any other QA staff?		
8. Includes discussion of authorities of the QA manager and staff?		

9. Documents the independence of QA manager?		
10. Describes procedures to ensure QA staff have access to appropriate levels of management?		
11. Discusses technical activities or programs that require quality management?		
12. Discusses where oversight of delegated or extramural programs is needed?		
13. Identifies where internal coordination of QA and QC activities among organizations is needed?		
14. Discusses how management assures understanding and implementation in all programs?		
15. Describes process for resolving disputes?		NOT APPLICABLE
QUALITY SYSTEM COMPONENTS		
16. Includes description of quality system?		
17. Describes principal quality system components (e.g., quality system documentation, annual reviews and planning, project-specific quality documentation? (Note, identify components in Column 3.)		
18. Description of components includes how they are implemented?		
19. Description of components includes responsibilities of management and staff?		
20. Lists tools for implementing each component (e.g., QMPs, Quality Systems Audits, Training Plans, QA Project Plans? (Note: list tools in Column 3.)		
21. Identifies internal organizations that develop QMPs?		
22. Identifies review and approval procedures for these internal QMPs?		
23. Includes assurance that QA responsibility is incorporated into performance standards (consistent with Agency personnel policy)?		NOT APPLICABLE

QUALIFICATIONS AND TRAINING		
24. States policy regarding QA training for management and staff?		
25. Describes process for identifying, ensuring, and documenting that personnel have necessary quality-related qualifications?		
26. Describes process for ensuring personnel maintain quality-related qualifications?		
27. Describes process for identifying the need for quality-related retraining based on changing requirements?		
28. Includes roles, responsibilities, and authorities in description of above processes?		
PROCUREMENT OF ITEMS AND SERVICES		
29. Describes process for reviewing and approving all extramural agreements (grants, cooperative agreements and contracts)?		
29a. Review process ensures documents are complete and accurate?		
29b. Review process ensures agreement clearly describes the item or service needed?		
29c. Review process ensures agreement describes the associated technical and quality requirements?		
29d. Review process ensures agreement describes the quality system elements for which the supplier is responsible?		
29e. Review process ensures that the supplier's conformance to the customer's requirements will be verified?		
30. Describes process for reviewing and approving applicable responses to solicitations to ensure that they satisfy all technical and quality requirements?		
30a. Review process ensures the review of evidence of the supplier's capability to satisfy EPA quality requirements?		NOT APPLICABLE

30b. Review process ensures procured items and services are acceptable?		
31. Describes process for review and approval of suppliers' quality-related documentation (e.g., QA Project Plans and QMPs)?		NOT APPLICABLE
32. Includes discussion of any policy and criteria for delegations of review of QA Project Plans and QMPs?		NOT APPLICABLE
33. Describes process to ensure EPA extramural agreement policies satisfied?		NOT APPLICABLE
34. Includes roles, responsibilities, and authorities in description of above processes?		
DOCUMENTS AND RECORDS		
35. Describes process for identifying quality-related documents and records (including electronic) requiring control?		
36. Describes process for preparing, reviewing, approving, issuing, using, authenticating, and revising documents and records?		
37. Describes process for ensuring that records and documents accurately reflect completed work?		
38. Describes process for maintaining documents and records including transmittal, distribution, retention, access, preservation, traceability, retrieval, removal of obsolete documentation, and disposition?		
39. Describes process for establishing and implementing appropriate chain of custody and confidentiality procedures for evidentiary records?		
40. Above processes comply with EPA Order 2160 and EPA Directive 2100, Chapter 10?		NOT APPLICABLE
41. Includes roles, responsibilities, and authorities in description of above processes?		
COMPUTER HARDWARE AND SOFTWARE		

42. Describes process for developing, installing, testing, using, maintaining, controlling, and documenting computer hardware and software?		
43. Describes process for assessing and documenting the impact of changes to user requirements and/or the hardware and software on performance?		
44. Describes process for evaluating purchased hardware and software?		
45. Describes process for ensuring that data and information produced from or collected by computers meet applicable requirements and standards?		
46. Includes roles, responsibilities, and authorities in description of above processes?		
47. Are the requirements of EPA Directive 2100 are addressed in the above processes?		NOT APPLICABLE
PLANNING		
48. Includes a description of the systematic planning process for environmental data operations?		
48a. Does process include identification and involvement of all customers and suppliers?		
48b. Does process include description of the project goal, objectives, and questions and issues to be addressed?		
48c. Does process include identification of project schedule, resources, milestones, and any applicable requirements?		
48d. Does process include identification of the type and quantity of data needed and how the data will be used to support the project's objectives?		
48e. Does process include specification of performance criteria for measuring quality?		
48f. Does process include specification of needed QA and QC activities to assess the quality performance criteria?		

48g. Does process include description of how, when, and where the data will be obtained (including existing data) and identification of any constraints on data collection?		
48h. Does process include description of how the acquired data will be analyzed, evaluated, and assessed against its intended use and the quality performance criteria?		
49. Describes process for developing, reviewing, approving, implementing, and revising QA Project Plans?		
50. Describes process for evaluating and qualifying data collected for other purposes or from other sources?		
51. Includes roles, responsibilities, and authorities in description of above processes?		
IMPLEMENTATION OF WORK PROCESSES		
52. Describes process for ensuring that work is performed according to planning and technical documents?		
53. Describes process for identifying operations needing procedures?		
54. Describes process for preparation, review, approval, revision, and withdrawal of these procedures?		
55. Describes policy for use of these procedures?		
56. Describes process for controlling and documenting the release, change, and use of planned procedures?		
56a. Process includes description of necessary approvals?		
56b. Process includes removal of obsolete documentation from work areas?		
56c. Process includes verification that the changes are made as prescribed?		
57. Includes roles, responsibilities, and authorities in description of above process?		
ASSESSMENT AND RESPONSE		

58. Describes the process for assessing the adequacy of the quality system at least annually?		
59. Describes the process for planning, implementing and documenting assessments and reporting results to management?		
59a. Process includes selecting an assessment tool, the expected frequency, and the roles and responsibilities of assessors?		
59b. Process includes determining the level of competence, experience and training needed for assessment personnel?		
59c. Process includes ensuring that personnel have no real or perceived conflict of interest, and have no direct involvement or responsibility for the work being assessed?		
59d. Process includes ensuring that personnel conducting assessments have sufficient authority, access to programs and managers, access to documents and records, and organizational freedom?		
60. Describes process for management's review of, and response to, findings?		
61. Describes process for identifying how and when corrective actions are to be taken in response to the findings of the assessment?		
61a. Process includes ensuring corrective actions are made promptly?		
61b. Process includes confirming the implementation and effectiveness of any corrective action?		
61c. Process includes documenting actions?		
62. Describes process for addressing disputes encountered as a result of assessments?		
63. Includes roles, responsibilities, and authorities in description of above processes?		
QUALITY IMPROVEMENT		

64. Describes process for ensuring that conditions adverse to quality are prevented, identified promptly, corrected promptly and that actions are taken toward prevention, documented and actions tracked to closure?		
65. Describes process for encouraging staff to establish communications between customers and suppliers, identify process improvement opportunities, and identify and propose solutions for problems?		
66. Includes roles, responsibilities, and authorities in description of above processes?		
OTHER REVIEW CRITERIA		
67. Are regulatory or other citations accurate?		
68. Are there any inconsistencies in the text?		
69. Is the writing clear?		
70. Are organizational units identified consistent with the most recent reorganization?		
71. Are past QS management assessment findings resolved? (Put date of Final Report in Column 3.)		
72. Are activities described in the QMP consistent with QA Annual Report and Work Plans?		
73. Are tasks proposed for other organizations not covered solely by this QMP documented elsewhere (e.g., in another organization's QMP)?		

ATTACHMENT 2
EPA-SPECIFIC QUALITY MANAGEMENT PLAN REQUIREMENTS

The following items from the Checklist for Reviewing EPA Quality Management Plans are only applicable for EPA QMPs required under EPA Order 5360.1 CHG 1 (July 1998):

4. Signature line for Quality Staff
5. Signature lines for OEI approval[5]
15. Dispute resolution process
23. Performance standards
30a. Review and approval of responses to solicitations to ensure they satisfy EPA quality requirements
31. Review and approval of quality-related documentation from suppliers
32. Policy and criteria for delegating approval of quality-related documentation
33. Process to ensure EPA contracting policies satisfied
40. Conformance to EPA Order 2160 and EPA Directive 2100, Chapter 10

[5]For non-EPA organizations, if EPA approval of a QMP is required, the approval page must include a section for the signature of the responsible EPA official.

ATTACHMENT 22

MINIMUM STANDARDS FOR ORGANIZATIONAL CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the

following information and capabilities.

(1) a list of the company's past and public clients;
(2) a description of the type(s) of work that was performed and any other pertinent information;
(3) a list of the past sites (when applicable) a contractor has worked on;
(4) a list of site name(s) (when applicable) related to any work performed;
(5) the ability to search and retrieve the information in the data base; and
(6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.